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Barrister-at-Law, one of the Referees under the Act.

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Current Topics.

Photographing Wills.

THE RECENTLY introduced photostat method of reproduction at Somerset House of (*a*) probate engrossments of wills proved in the Principal Registry on and after the 1st January, (*b*) the register copies of them, which can be inspected at the Principal Registry, and (*c*) all copies of proved wills bespoken by the public after the 31st December, 1930, seems to have aroused some adverse criticism which is not entirely unjustified. The intention, apparently, is eventually to discontinue in the Principal Registry the use of engrossments for probate, except in special circumstances, and substitute therefor photographs of the original wills. The photographic copies of wills have, of course, to be of foolscap size to fit into the probate covers already prepared and stamped, just as the old engrossments were required to be written on paper of that size, and it has been said that when wills written on brief size sheets are reduced some difficulty is experienced in reading them. If, in fact, the writing is in a large hand, or the document is typed, then the photographic reproduction is legible, though perhaps not as readily as would be desirable, but where the original will is in a small hand—and this is by no means exceptional—then real difficulty is experienced. In the latter case, however, an engrossment may be supplied in the usual way, and when that is photographed there is no reduction. There is, of course, no difficulty whatever if the original will is typed or written on foolscap paper; it can then be photographed without any loss of legibility. The Council of The Law Society are not prepared to express any definite opinion upon the subject until they see how the system will work in actual practice, but they have expressed disappointment that they had had no opportunity of expressing their opinion as to the desirability of the procedure, and added that they would never be antagonistic to any reform which might save expense to the State. With regard to complaints of delay, an official of Somerset House told us that the copies which were ordered on one day were photographed and cleared all ready for delivery to the public by the end of the following afternoon, except, of course, in cases where they have to be examined, certified and sealed. As the position now stands an engrossment copy will not be accepted except in special circumstances—such as illegibility, incorporation of documents, the inclusion of non-testamentary matter, etc. If the photostat process is to become an irrevocably accomplished fact, it might seem reasonable that engrossment copies of all existing brief size wills should, if desired, be allowed to be made as heretofore, and instructions issued for future wills to be made on foolscap paper so as to ensure uniformity and satisfactory photographibility, though how such instructions can be made effective, even if assisted by some very grandmotherly legislation, it is difficult to conceive. In the meantime we await with interest the results of this new departure, venturing to express some doubt as to the ability of the official photographer to improve on the old system, particularly when he has to deal with coloured or faint inks, fine writing and some of those curious wills (fortunately for the most part confined to romance) such as "Mr. MEESON'S," or those in form similar to the famous Mr. HADDOCK'S bill of exchange in "More Misleading Cases."

Conditions of a Cheap Ticket.

THE FACTS in *Penton* v. *Southern Railway, Ltd.*, which came before a Divisional Court on 15th January (*The Times*, 16th Jan.) illustrate the truth that the clearest and fairest rules of law may nevertheless not provide for the hardest of cases. The plaintiff was an elderly and somewhat infirm gentleman who had taken a return ticket from Earlsfield station to Waterloo. He was given a cheap day ticket which bore on its face the legend (familiar to lawyers) "For conditions see back," while on the back appeared a notice exempting the company from liability for personal injuries arising out of the negligence of the servants of the company. The evidence showed that cheap day tickets were given to everyone who asked for a return ticket during certain hours of the day, unless he stated that he was not going to return on the same day. The plaintiff knew that he was paying at a reduced rate, but said that he had not inspected the ticket, and was not aware of the condition to which it was subject. He claimed damages which he alleged arose from the negligence of the company's servants. The jury in the county court disagreed and the county court judge refused to enter judgment for the railway company. The Divisional Court, consisting of Mr. Justice SWIFT and Mr. Justice MCNAUGHTEN, concurred in holding that the county court judge was wrong in refusing to enter judgment for the railway company, as the company had done everything which was reasonably necessary to bring the conditions to the notice of the holder of the ticket. In *Nunan* v. *Southern Railway Company*, 68 Sol. J. 139, [1924] 1 K.B. 223, Mr. Justice SWIFT made observations which have made that case a leading reference in matters of this sort. He said: "If there be an issue as to whether the document does contain the real intention of both parties the person relying on it must show either that the other party knew that there was writing which contained conditions or that the party delivering the form had done what was reasonably sufficient to give the other party notice of the conditions, and that the person delivering the ticket was contracting on the terms of those conditions." This dictum was approved by Lord HANWORTH in *Thompson* v. *L. M. S.*

Railway Company, Ltd. [1930] 1 K.B. 41, and was followed in *Rogers* v. *L. M. S. Railway Company, Ltd.*, 46 T.L.R. 238. It does seem at first sight unfair to impose on passengers a condition which in its effect penalises all who travel to London between certain hours, but we cannot imagine anyone being deterred from purchasing a cheap ticket by the thought that he might forfeit any right he may have against the railway company to damages for negligence in case of accident. Those who desire such a right must pay for it.

Is Sunday Church-going Compulsory?

As part of a campaign to test the Sunday Observance Acts, it is stated that the Manchester and Salford Sunday Games and Freedom League is applying for a summons against a worthy Manchester councillor for his alleged failure to attend Divine service on a recent Sunday, and that certain magistrates have indicated their willingness to grant process. In respect of the last matter, the League doubtless has had regard to *R.* v. *Kennedy* (1902), 18 T.L.R. 557, in which case the refusal of certain magistrates to grant process against a number of Jesuits as such was upheld by a Divisional Court of the King's Bench Division. Presumably the court would not have the converse power of prohibiting process on an unrepealed but practically obsolete statute. It may, however, be respectfully suggested that the League is "barking up the wrong tree." It is true that the Lord's Day Observance Act, 1677, 29 Car. II, c. 7, requires that "all the laws enacted and in force concerning the observation of the Lord's Day, and repairing to the church thereon, be carefully put into execution, and that all and every person or persons whatsoever shall on every Lord's Day apply themselves to the observation of the same, by exercising themselves thereon in the duties of piety and true religion, publicly and privately." It also appears to be the case that this part of the old statute has not been repealed. Nevertheless, the older statutes requiring church-going on Sundays were finally and irrevocably swept away in 1846 by 9 & 10 Vict., c. 59 ("An Act to Relieve her Majesty's subjects from certain pains and penalties in regard to religious opinions"), and the relevant portions of 5 & 6 Edw. VI, c. 1, and 2 Eliz., c. 2 (both Acts of Uniformity), were repealed. They had in fact been repealed in favour of dissenters going to chapel by the Toleration Act, 1 Wm. III, c. 18, and in favour of Roman Catholics by 31 Geo. III, c. 32. Since they were wholly repealed by the later Act, the injunction in the Lord's Day Observance Act, 1677, that they must be observed is a nullity so far as repairing to the church is concerned, for no such laws now exist. The duty of the exercise of piety and true religion, publicly and privately, appears to be one for the breach of which no penalty is prescribed, though there might be a possible argument on the construction of the Act as to this point. Obviously the duty of exercising piety and true religion publicly on Sunday, apart from church-going, is an extremely vague one, and it may be noted that the Roman Church does not interfere with the secular pursuits of the pious who have attended Mass. It may be suggested that the League might more profitably concentrate in the direct endeavour to remove unreasonable restrictions on Sunday recreation. And all good citizens should deplore the flat defiance of the law manifested in the open cinemas in London on Sunday. If the law forbidding such performances cannot be enforced, it should be repealed.

"The King" of his Island.

An interesting and, in some respects, an amusing case was before the Divisional Court last week, when the court, consisting of the Lord Chief Justice and Avory and MacKinnon, JJ., dismissed an appeal by Mr. Martin Coles Harman, the owner of Lundy Island, against a conviction by the Devon Justices for an offence under the Coinage Act, 1870. It appeared that Mr. Harman is the owner in fee simple of the island, which has a normal population of forty-five, and Mr. Harman claimed that he was the "Sovereign" of the island, which was a part of the British Dominions Beyond the Seas, and that his jurisdiction extended to the issue of coinage. The justices took a different view, and went so far as to fine His Majesty of Lundy Island a matter of £5 and fifteen guineas costs. In the Divisional Court Mr. Harman who, as the Lord Chief Justice said, argued his case very ably, endeavoured to show that his island had never been under the jurisdiction of the Parliament of Great Britain or part of that Kingdom, and still less of the County of Devon. On the other hand, it was shown that on various occasions Statutes and Orders had recognised Lundy Island as part of the County of Devon, and there was some evidence of the exercise of police supervision during the war. The court held that there was evidence upon which the justices were justified in finding that the island was within their jurisdiction, and the appeal was consequently dismissed. What appeals to us about this happy island is that, so it appears, the inhabitants pay no rates or taxes or customs duties. Even the income tax collector has so far not made his presence felt there. From a hint dropped by the Attorney-General that has been an oversight which may be remedied. It certainly will be hard upon the "Sovereign" and his loyal subjects if the result of this appeal should be to direct the attention of the Inland Revenue to their Utopia.

A New Poisons Bill.

The Poisons and Pharmacy Bill introduced into the House of Lords at the close of last session will, if passed into law, effect something like a revolution both in regard to the Pharmaceutical Society itself and also in regard to the sale and distribution of poisons which hitherto has been (except as regards agricultural and horticultural poisons) entirely in the hands of qualified chemists under the control of the Society. So far as the Pharmaceutical Society is concerned the Bill proposes compulsory membership for all qualified chemists whose names appear on the register. Hitherto, membership of the Society has been optional: but a certificate of qualification has had to be exhibited in every pharmacy kept open for the dispensing of prescriptions. This is similar to membership of The Law Society, which is optional, though a practising certificate must be obtained by any solicitor "dispensing" legal advice! The question of compulsory membership of the Pharmaceutical Society, like that of compulsory membership of The Law Society, appears to be a matter upon which diverse opinions are held: and it will be interesting to see when this Poisons and Pharmacy Bill comes up for discussion what view Parliament will take of the relations between learned societies and their licensees.

The Sale of Dangerous Drugs.

The bill provides for the abolition of the existing poisons "schedules" set up under the Pharmacy Acts of 1868 and 1908, and the creation of a new poisons "list" which is to be compiled and varied from time to time by the Poisons Board, a statutory body over which the Home Office will exercise control. It is also proposed to extend the system of "licensed sellers of poisons" which began in 1908 when Parliament authorised the sale of poisons used for agricultural and horticultural purposes by persons other than qualified chemists who were approved and licensed for such sale by the local authority. Under the new procedure set out in the Bill this licensing may be extended to poisons used for "sanitary" and "industrial" purposes. Upon this proposal it is likely that keen controversy will arise, especially as the Bill omits the proviso in the 1908 Act for public notice and the lodging of objections. It provides that any person may apply in writing to the local authority who will grant the licence asked for unless there is some reason connected with the applicant personally or with his premises. In such case the licence may be refused; but the applicant is to be entitled to appeal to quarter sessions against the refusal.

Criminal Law and Practice.

AMPLIFICATION OF POLICE NOTES.—Under this heading *The Times* of the 19th January prints some remarks of the county court judge at Canterbury, severely animadverting upon a police sergeant's report, because it differed, apparently in being longer and fuller, from the record in his notebook. "It renders," said the judge, "the police evidence absolutely and completely valueless. If this is done in criminal cases, what may happen? What injustices may have been done not only in civil cases but in criminal cases?" Without seeing both notebook and report it is not possible independently to judge how far the learned judge's strictures were deserved. But it is fair to point out that a busy police officer has necessarily often to take a condensed note. His notebook serves as materials for his reports and as a means of refreshing his memory when giving evidence. It is not impossible for a report based on slight notes to be both full and accurate. Amplification is not synonymous with falsification. Indeed, the longer report, a considered document prepared from recollection not long after the event, and checked by short notes made on the spot, is likely to present a more correct picture of the events described than a few crisp sentences. Legitimate complaint is often the other way. Too often a brief note learned by rote is the whole of a constable's evidence. The most skilled cross-examination fails to bring to light any detail outside that framework, which by repetition grows more and more rigid. All the light and shade of the picture is lost, and only a diagram remains. On the whole the chief constable who requires full reports from his men is doing a good work. Of course the making of such reports must be limited by stern abstention from addition. Statements by persons concerned should always be taken and reported verbatim. Even here, however, a constable cannot be expected to write in his notebook every word of a voluble person's explanations, and people concerned in street accidents are very often both argumentative and voluble. The officer has perforce to make a selection. If his selection is not perfect that is largely the fault of circumstances, and of human limitations. The only remedy would be for every policeman to carry about a dictaphone and get records. Even then he would probably be accused of starting the machine at the wrong time. It is a world in which it is difficult to satisfy everyone, and counsel cross-examining witnesses in street accident cases, or judges seeking light on these involved transactions are apt to be a little impatient with the man in blue.

WHAT IS A FIRST OFFENDER?—A question which one has to ask oneself many times gets various answers. The natural meaning of "first offender" is a person who has committed a first offence, and courts deal differently with a person who slips once from the path of virtue, and with one who has had a long and successful course of crime brought only to detection at the last of the series.

But we have parliamentary authority for another view. A member, heckling the Home Secretary, asked indignantly, a little while ago: "Does the honourable gentleman not appreciate that a first offence means the first time the offender is charged—the first time he is found out?" "Hansard" records no answer. Perhaps it was felt that a view which would make George Joseph Smith a first offender when discovered drowning his *n*th bride in a bath had better be passed over in silence.

BAR COUNCIL ELECTION.

The annual election to fill the vacancies upon the Bar Council will be held in the week ending 14th February. Twenty-four candidates have to be elected, of whom three at least must be of the Inner Bar, and nine at least must be of the Outer Bar, and of these, three at least must be of less than ten years' standing at the Bar.

Landlord and Tenant Act, 1927.

THE WORKING OF THE ACT.

(By S. P. J. MERLIN, Barrister-at-law.)

THE questions of the service of notices, alternative claims for compensation or a new lease, and appeals under the Landlord and Tenant Act, were discussed in last week's article. This week we shall deal with certain points which have recently arisen in relation to the Act.

What is the position of Joint Tenants under the Act?

The position which arises when one of two joint lessees desires to claim a new lease, and the other is either indifferent or positively refuses to join in the claim is not expressly provided for in the Act. The question emerged on the pleadings in the case of *Berliner* v. *Fairclough*, 74 SOL. J. 703, but as the preliminary point was that *one of two joint lessees* could not claim relief from forfeiture under s. 146 (2) of the L.P. Act, 1925, was successfully taken against the lessee, the second point as to whether one of two joint lessees can claim a new lease under the Landlord and Tenant Act, 1927, was not considered.

Inasmuch as the definitions of a "tenant" in the Agricultural Holdings Act, 1923, and the Landlord and Tenant Act, 1927, are much the same the decisions given under the former Act may be of use in dealing with similar questions arising under the latter Act although claims for monetary compensation are not in all respects governed by the same considerations as claims for "new leases." In the case of *Howson* v. *Buxton* (1928), 97 L.J., K.B. 749, the Court of Appeal held that one of two joint lessees of an agricultural holding could give notice of, maintain and prosecute a claim for compensation for loss which he himself sustained apart from his co-lessee.

Licence to make Improvement not to be unreasonably withheld.

By s. 19, sub-s. (2), it is provided that in all leases, whether made before or after the commencement of this Act containing a covenant, condition or agreement against the making of improvements without licence or consent such covenant, condition or agreement shall be deemed, notwithstanding any express provision to the contrary, to be subject to a proviso that such licence or consent is not to be unreasonably withheld.

A decision which will doubtless be of great assistance to tenants who desire to make reasonable alterations in the nature of improvements to their premises was given in the recent case of *Lilley & Skinner* v. *Crump*, 73 SOL. J. 366, where the tenants of business premises sought the landlords' consent to the making of two openings in the party wall of their holding, and certain adjoining premises where the tenants also carried on business. The landlord refused consent on the ground apparently that there was a covenant in the lease not to make alterations without consent, and also an absolute covenant against cutting main walls. ROWLATT, J., held that the tenants' proposals did not amount to cutting the main walls against which there was an absolute covenant in the lease; the mere making of an aperture in a main wall did not necessarily amount to this. The operation proposed was within s. 19 (2) of the Landlord and Tenant Act, 1927, and consent must not be unreasonably withheld by the landlord. The tenants must, however, covenant to reinstate the premises at the end of the lease.

What is an unreasonable refusal?

Before the refusal of a landlord will be held to be reasonable, it must be founded on some well-grounded objection, either to the "personality of the tenant or to his proposed user of the property" (per Warrington, L.J., in *Houlder Bros.* v. *Gibbs*, 94 L.J. Ch. 312).

That is to say, if the references of the proposed assignee are not satisfactory to the lessor, or the lessor has some other evidence that he will probably not be able to pay the rent or fulfil the covenants of the lease, or that his proposed user of the property can be reasonably objected to, then the landlord can justifiably refuse to give his consent to the assignment notwithstanding this section.

For example, a landlord's refusal to consent to assignment has been held reasonable in the following cases: Where the lessee had committed serious breaches of covenant, and made substantial structural alterations without consent: *Goldstein* v. *Sanders* [1915] 1 Ch. 549. Where the proposed tenant intended to carry on a trade or business which might depreciate the value of the property and so use the property as to change its character: *Barron* v. *Isaacs* [1891] 1 Q.B. 424. Where the proposed assignee's references were not satisfactory: *Stanley* v. *Ward* (1913), 29 T.L.R.

On the other hand, the refusal of a landlord to consent has been found unreasonable in the following cases: Where the lessor objected to the prospective assignee on the ground that it was a limited company: *Ideal Film Co.* v. *Neilson* [1921] 1 Ch. 575. Where the lessor desired to obtain possession for his own occupation: *Bates* v. *Donaldson* [1896] 2 Q.B. 241. Where the lessor had purchased the reversion with the above object: *Re Winfrey & Chatterton's Contract* [1921] 2 Ch. 7. Where the lessor's consent was offered conditionally on the proposed assignee undertaking to pay any increase of rates occasioned thereby: *Young* v. *Ashley Gardens* [1903] 2 Ch. 112. Where a lessee is arbitrarily refused consent in respect of a responsible and respectable assignee he would be wise in seeking a declaration from the court to the effect that the lessor's refusal is unreasonable and that the proposed assignment will not be a breach of the covenant. Such a judgment will usually carry costs: *West* v. *Gwynne* [1911] 2 Ch. 1; see also *Young* v. *Ashley Gardens*, *supra*.

It should be noted, however, that a tenant cannot act under this section and assign without first asking for consent to do so, even where he assigns to a person against whom no possible objection could be made: *Barron* v. *Isaac* [1891] 1 Q.B. 417; cf. *Thorpness, Ltd.* v. *Davison*, reported in *Architects' Journal*, 23rd April, 1930.

Landlord's right to Damages for Breach of Covenant to Repair where premises are going to be pulled down and altered?

Section 18 of the Act contains an amendment of the old law which was long overdue. In the latter part of the section it is laid down that no damage shall be recovered for a breach of any such covenant or agreement to leave or put the premises in repair at the termination of a lease, if it is shown that the premises, in whatever state of repair they might be, would at or shortly after the termination of the tenancy have been or be pulled down or such structural alterations made therein as would render valueless the repairs covered by the covenant or agreement.

This provision in s. 18 that a landlord shall not recover damages from the tenant for a breach of covenant to do repairs at the termination of his lease, where it is shown that the premises will be pulled down or so altered as to render such repairs valueless, is a very valuable defence in those contested cases where it can be ascertained and proved in time to enable a tenant to rely upon it. In practice the difficulty which almost always confronts a tenant and his advisers is that they cannot ascertain in good time the real intentions of the landlord and his surveyors as to demolition or altering the premises. It is a defect and a weakness in this section that the suppression of this intention is not provided for and penalised in some such way as the proviso to s. 5 (3) penalises a landlord in those cases where he succeeds in defeating a claim for a new lease by alleging that he requires the premises for his own occupation or for the purpose of demolition (see s. 5 (3)). The tenant who is in possession of credible hearsay evidence as to the intention of the lessor to demolish or remodel the premises has to rely on the assistance of discovery or interrogatories for strict proof of the facts and such assistance is in most cases inadequate. Moreover when a tenant does finally ascertain the facts as to the intended demolition it is usually still open to the landlord to change his mind or postpone indefinitely the carrying out of such intention and thus secure judgment. All that a tenant can do in these circumstances is to plead that he will rely on the provisions of this s. 18, and trust to the cross-examination of the plaintiff and his surveyors to furnish the necessary proof of the facts.

Pickpockets

Of all those who, in these hard times, gain a precarious livelihood by petty theft, the pickpocket must, undoubtedly, be regarded as the most audacious. No small degree of courage and skill is required to brave and evade detection when operating in a crowd in confined quarters. There was recently the case of a bookmaker who was sentenced to eight months' imprisonment with hard labour on several charges of picking pockets. It was said that he was a member of one of a number of gangs whose method was to visit clubs, restaurants, etc., and squirt a tube of liquid over a person's clothing. One of the gang would then proffer his assistance and while so engaged a confederate would pick the victim's pockets. In another recent instance a woman pickpocket was also sentenced to eight months' imprisonment as an incorrigible rogue and a suspected person. "This woman," said a police witness, "is persistently in the West End and makes on an average £10 a day as a pickpocket." There is also the amusing story of the two men who visited the chambers of a barrister whose practice consisted chiefly of defending the perpetrators of small criminal offences, to secure his services for the defence of one of their collaborators. Their request was refused on the unfortunate ground that they would only offer remuneration somewhat less than the customary fee. Half-an-hour later, however, they reappeared and proffered the necessary sum with the explanation: "We've had a bit of luck in the Strand."

Picking pockets, or stealing from the person of another, as s. 14 of the Larceny Act, 1916, expresses it, is punishable by penal servitude for any term not exceeding fourteen years. It is, of course, essential for a conviction that there should have been actual severance of the property from the owner. As was said by Baron Alderson in *The Queen* v. *Simpson*, 3 W.R., 19; (1854), 24 L.J. 7: "There must be a removal of the property from the person; a hair's breadth will do if it be removed." The facts of that case were particularly interesting. The prosecutor had a watch attached to a chain which was passed through a buttonhole of his waistcoat and secured there by a watch-key. The prisoner had taken the watch out of the pocket and forcibly drawn the chain and key through the waistcoat buttonhole when his hand was seized by the prosecutor's wife. It was then found that the point of the key had caught upon another button. Jervis, C.J., supporting the conviction, said that the watch was temporarily and for one moment in the possession of the prisoner. This case was precisely similar to that in which an ear-ring, torn from a lady's ear as she was leaving a theatre, fell upon her curl (*The King* v. *Lapier* (1784), 1 L.C.C. 320). Twelve judges were all of opinion that it was a sufficient taking from the person to constitute a robbery, since it had been in the prisoner's possession for a moment. In *The Queen* v. *Collins and others* (1864), 12 W.R., 886; 33 L.J. 177, it was held that, where a man put his hand into another's pocket and there was nothing in the pocket which he could steal, he could not be convicted of an attempt to steal. "That was a decision," said Lord Coleridge, in *R.* v. *Brown*, 38 W.R. 95; [1890] 24 Q.B.D.

357, " with which we are not satisfied," and it was held to be no longer law. This view was followed in *R.* v. *Ring* (1892), 56 J.P. 552, where it was also held that it was not necessary to prove that there was anything in the pocket which could be stolen. Lastly, on a charge of picking pockets, evidence of suspicious conduct just before and in the same circumstances as the offence charged is admissible. In *R.* v. *Evans and Others* (1917), Cr. App. R. 257, evidence was given to the effect that the prisoners were " pushing among the crowd," and that one of them lifted a man's coat tail and put his hand in his pocket.

" A fellow feeling makes us wondrous kind,
So said the poet, when in a crowd he chanced to find
A fellow feeling in his coat behind."

A Decade of the Permanent Court of International Justice.

[CONTRIBUTED.]

(*Continued from Vol.* 74, *p.* 842.)

One of the grounds on which exception was taken to the jurisdiction of the court was based on the circumstance that the dispute had originated in an alleged injury to a private interest. The court, however, overruled this objection, holding that, when :—

" once a State has taken up a case on behalf of one of its subjects before an international tribunal, in the eyes of the latter, the State is sole claimant." (Ser. A., No. 2, p. 12.)

" It is an elementary principle of international law that a State is entitled to protect its subjects when injured by acts contrary to international law committed by another State, from whom they have been unable to obtain satisfaction through the ordinary channels. By taking up the case of one of its subjects and by resorting to diplomatic action or international judicial proceedings on his behalf, a State is in reality asserting its own rights—its right to ensure, in the person of its subjects, respect for the rules of international law." (*ad loc. cit.*)

This ruling was followed in the cases of the *Serbian and Brazilian Loans* (Ser. A., Nos. 20/21, 12th July, 1929, pp. 16, 20), to which further reference will be made hereafter.

3. It is a principle of international law, and even a general conception of law, that any breach of an engagement involves an obligation to make reparation.

This was expressly affirmed in the *Chorzów Factory* case, when it came before the Permanent Court on the merits (Ser. A., No. 17, p. 29), and was assumed in the *Mavrommatis* case at the same stage in its history (Ser. A., No. 5). Interest has sometimes been allowed (s.s. *Wimbledon*, Ser. A., No. 1, p. 32).

4. " A treaty only creates law as between the States which are parties to it ; in case of doubt no rights can be deduced from it in favour of third States."

The point raised by this proposition was one of the many questions involved in the case relating to certain *German interests in Polish Upper Silesia* (Ser. A., No. 7, 25th May, 1926). Only the facts relevant to the particular issue will be noted here.

By a law of 14th July, 1920, enacted by Poland, all real rights in Polish territory, held by the German Reich after the date of the Armistice (11th November, 1918), were, in effect, annulled, notwithstanding subsequent alienation, and provision was made for the eviction of persons in occupation of the property under contracts concluded with the German Government. Poland contended that this enactment was justified (1) by Art. 256 of the Treaty of Versailles, which laid down the principle that powers to which German territories are ceded acquire all property and possessions of the Reich and German States ; (2) by cl. 19 of the Armistice Convention, and cl. 1 of the Protocol of Spa of 1st December, 1918, which prohibited certain categories of acts by the German Government during the Armistice period " capable of diminishing in any form the value of its public or private domain." Poland was not a party to either of the two instruments last named. The court held that Art. 256 of this Treaty of Versailles did not render the alienations and transactions in question illegal and that Poland could not rely on the Armistice Convention or the Protocol of Spa as she was not a party to either (*ubi supra*, pp. 25-30). It should be mentioned that Lord FINLAY dissented from this ruling. In his view it was common knowledge that, if the Allies succeeded, the independence of Poland would be one of the terms of Peace. All parties to the Armistice must have contracted with that fact present to their minds, and must be taken to have made the Armistice on behalf of Poland, which was about to become a State, as well as on their own. (p. 84.)

In the case of the *Free Zones of Upper Savoy and the Gex District* (Ser. A., No. 22 : 19th August, 1929), the court held that Art. 435 of the Treaty of Versailles, to which Switzerland was not a party, was not binding on her, except to the extent to which she had herself accepted it, but that, in an annex to the Treaty, Switzerland had acquired a contractual right to the maintenance of the freedom of the Zones (from French customs) in Upper Savoy, while, as regards those in the Gex District, the intention of the parties to the earlier instruments mentioned in Art. 435 was to secure to her a similar freedom, on the preservation of which by the contracting parties she might insist, so long as these parties had not cancelled it. (See Opinion of M. Negulesco, p. 38, and *Aaland Islands Case* there cited : also Beckett, British Year Book, 1930, p. 14.)

It may be noted here that Art. 435 of the Treaty of Versailles, while recognising the guarantees stipulated by the earlier treaties (of 1815) for the neutralisation of the zones of Upper Savoy and the Gex District, declared that these provisions were " no longer consistent with present conditions," and that it was for the French and Swiss Governments to settle the future status of these territories by mutual agreement.

This recognition of the doctrine of *rebus sic stantibus* rested, in the present instance, on such facts as the achievement by Switzerland since 1815 of political unity and the establishment of her own customs barriers on her frontiers in 1849.

5. A statement of the various points involved in the *Lotus* case (Ser. A. No. 10 ; 7th September, 1927), necessitates a preliminary *resumé* of the facts.

On 2nd August, 1926, a collision occurred, on the high seas, between the French mail steamer *Lotus*, proceeding to Constantinople, and the Turkish collier, *Boz-Kourt*. The *Boz-Kourt* sank and certain Turkish nationals, who were on board lost their lives. Each vessel was flying her national flag, the captain of the *Boz-Kourt*, HASSAN BEY, was rescued and conveyed by the *Lotus*, with other persons saved from the wreck, to Constantinople. On the arrival of the *Lotus* at that port, both her navigating officer at the time of the collision Lieutenant DEMONS, and HASSAN BEY, were arrested. They were ultimately tried, jointly and simultaneously, for manslaughter, convicted, and sentenced severally to imprisonment and fine. The French Government protested, and eventually, by a special agreement between France and Turkey, the question of Turkey's right to institute the joint criminal proceedings was referred to the Permanent Court.

Article 15 of the Treaty of Lausanne, of 24th July, 1923, provided that all questions of jurisdiction should, as between Turkey and the other contracting Powers, be decided " in accordance with the principles of international law."

The French Government contended that, in order to satisfy the requirements of this Article, Turkey was bound to establish the existence of some positive rule of international law authorising the action taken. The court, by a majority,

overruled this contention and held that it was sufficient if no positive rule of international law precluded such action—in effect, as stated by Dr. LODER, in his dissenting judgment (p. 34), "every door was open unless it was closed by international law or custom." The proposition resulting from this finding may, perhaps, be stated thus :—

It does not follow from the rule that jurisdiction cannot be exercised by a State outside its own territory, except by virtue of a permissive rule derived from international custom or from a convention, that international law prohibits a State from exercising jurisdiction in its own territory in respect of any case which relates to acts that have taken place abroad, and in which it cannot rely on some permissive rule of international law. Strong exception was taken by some of the dissentient judges to the assumption from which their colleagues seemed to have approached their consideration of the case, viz., that under international law, everything which is not prohibited is permitted (Dr. Loder, p. 34; M. Nysholm, p. 59; M. Altamira, p. 103).

(To be continued.)

Company Law and Practice.

LXI.

COMPANIES AND THE FINANCE ACT, 1930.

IT is not the intention here to deal with the amazingly complicated sections of the Finance Act, 1930, which provide for estate duty being payable in respect of companies of a certain type: these sections (34 to 38) have already been substantially dealt with in this journal during such time as the Act was only in bill form, and though there have been alterations since that time, they do not go to the root of the scheme. Incidentally, some statistically minded reader may, perhaps, be able to say if (leaving out of account definition sections, such as s. 205 of the Law of Property Act, 1925) s. 34 of the Finance Act, 1930, is the longest section at present in force, occupying as it does nearly four and a half pages in the statute book. The present age is one which, for some inscrutable reason, craves for new records for size, speed or other matters, but this record, if it be one, is certainly unenviable.

It was pointed out, amongst other things, in this journal when the Bill came out, that it would be a most amazing piece of legislative folly to refer to these companies which were formed to evade or mitigate the burden of estate duty by the name of "private companies," and to give those two words a definition totally different from that contained in s. 26 of the Companies Act, 1929, as the Bill did, in fact, do, and it is satisfactory to notice that in the Act this has been altered to the phrase "company to which this Part of this Act applies," which, if not elegant, is at least intelligible, and not capable of being confounded with any other type of company.

But to-day, in this column it is only intended to refer to the provisions of the Finance Act, 1930, in so far as they deal with stamps, and in so far as they affect companies in general.

The original section giving relief from capital duty and transfer stamp duty in cases of reconstructions or amalgamations of companies is s. 55 of the Finance Act, 1927; this was amended, though not very largely, by s. 31 of the Finance Act of 1928, and now s. 41 of the Finance Act, 1930, introduces a further small amendment of a nature beneficent to the subject. Under s. 55 of the 1927 Act the share capital of the transferee company, or the amount by which such share capital was increased, was treated (in the event of the conditions in the section being complied with) as being reduced (in one alternative) by an amount equal to the amount of the capital of the existing company in respect of which stamp duty had been paid, or, in the case of the acquisition of a part of an undertaking, equal to such proportion of the said share capital as the value of that part of the undertaking bore to its total value.

It will be observed that in a case where a company had been formed so as to take advantage of these provisions, and had in fact taken advantage of them and obtained a remission of capital duty, the operation could not be performed again with anything like the same degree of benefit, because of the words "the capital of the existing company in respect of which stamp duty has been paid." Section 41 alters this by providing that the words "in respect of which stamp duty has been paid" shall be taken out of the section; and this amendment is made retrospective.

A new form of relief from stamp duty on certain transactions is contained in s. 42 of the Finance Act, 1930, which provides that stamp duty under the heading "Conveyance or Transfer on Sale," in the First Schedule to the Stamp Act, 1891, is not to be chargeable on instruments the effect of which is to convey or transfer a beneficial interest in property from one limited liability company to another, where one of the companies is beneficial owner of not less than 90 per cent. of the issued share capital of the other company, or where not less than 90 per cent. of the issued share capital of each of the companies is in the beneficial ownership of a third company with limited liability. These requirements have to be proved to the satisfaction of the Inland Revenue Commissioners, and a denoting stamp is also required.

This is a section which seems to give rise to some doubts, though its intention seems clear. In particular, "an instrument the effect of which is to convey or transfer a beneficial interest in property," is a phrase capable of more than one interpretation. Does it include, for instance, a contract? It seems clear that it cannot. A contract does not convey a beneficial interest in property, and it is difficult to see that it transfers such an interest. It creates the right, either to specific performance, or damages for its breach, but it does not operate as a transfer.

Take the case, therefore, of two companies, one of which owns 90 per cent. of the issued share capital of the other. One of them contracts with the other to sell to it freeholds and patents; the stamp on the contract will be chargeable *ad valorem*, so far as the patents are concerned, by reason of the operation of s. 59 of the Stamp Act, 1891. There appears to be nothing in s. 42 of the Finance Act, 1930, to allow of any other view being taken. As regards the freeholds included in the contract, the *ad valorem* duty in respect of them would be payable on the conveyance, but for the fact that this would be exempt under s. 42.

This anomaly can hardly have been intended, and it may be that the Commissioners will see fit to construe the section in the spirit in which it was meant, though it is submitted that they have no power so to do.

(To be continued.)

A Conveyancer's Diary

Revocation by Destruction of Part of a Will.

By s. 20 of the Wills Act, 1837, it is provided that a will or codicil may be revoked "by burning, tearing or otherwise destroying the same by the testator or by some person in his presence and by his direction with the intention of revoking the same."

There has been a great number of cases upon this section. It is with regard to the destruction of a part only of a will that I propose to deal in this article.

There are many instances to be found in the reports where a testator, meaning to destroy the whole, has only actually succeeded in destroying a part, as where he has thrown the will on the fire with the intention to burn it, but in fact only a part has been burnt, or where he has torn off the part with his signature on it but left the remainder intact. In such cases the intention to destroy the whole will is manifest.

It sometimes happens, however, that a testator destroys a part of his will intending only, so far as the act of destruction is concerned, to destroy that part and not the remainder. In such cases the testator may intend to substitute something for the portion destroyed, or may simply intend to leave the part not destroyed as his will.

Of course, it is said always to be a question of intention, but, as often happens, the testator may defeat his own intention.

Take a case where a testator deliberately cuts out one or more pages from his will. There is no intention to destroy the whole, the intention, in fact, may fairly be presumed to be to retain the undestroyed part. The result, however, may be to revoke the whole will.

In *Clarke* v. *Scripps* (1852), 2 Rob. 563, a testator had executed a will, which was found in his custody at his death, but in a mutilated state, being both torn and cut. The signatures of the testator and the attesting witnesses at the end remained intact, but the signature of the testator at the end of each of the first six sheets had been cut off. Various parts of the will had been cut out and destroyed, and other parts cut out and left loose or pinned on again. There was no evidence as to when or by whom the will was mutilated.

It was held that the testator, in dealing with the will in the manner he had (assuming the tearing, etc., to have been done by him), did not evidence an intention to revoke the whole will, but to revoke it in part only. The will was therefore admitted to probate as it stood.

In the course of his judgment, Lord Penzance said: "Out of the mutilated state of this instrument arises the question, not very easy of solution, namely, whether the will is to be considered revoked in toto or in part only. Upon this enactment (the Wills Act, 1837, s. 20) it is obvious, first, that a part only of a will may be revoked in the manner indicated, in other words, that the whole will is not necessarily revoked by the destruction of a part; nevertheless, I do not by any means intend to say that the destruction of a part may not, under certain circumstances, operate as a revocation of the entire will."

In *In b. Woodward* (1871), L.R. 2 P. & D. 206, the facts were that a testator's will had been written on the first sides of seven sheets of brief paper and had been signed by the deceased and witnesses on each sheet and at the end. The first seven or eight lines had been torn off, but in other respects the will was complete. The will was admitted to probate.

With regard to that case, it may be observed that the tearing off of the first few lines did not, so far as appears from the report, render the remainder of the will unintelligible. How far the contents of the remaining sheets might have been affected by the part destroyed does not appear, there being no evidence to show what was contained in the destroyed portion.

Leonard v. *Leonard* [1902] P. 243, was in some respects rather a remarkable case, and the correctness of the decision has been questioned (see "Jarman on Wills," 7th ed., 134).

In that case a testator left a will consisting of five sheets of paper. On the evidence of a law writer and others it was proved that pages 1 and 2 were not the original pages, but had been substituted after the execution of the will at the end of the fifth page. Pages 1 and 2 were, however, signed at the end by the testator with a signature similar to that at the end of the last page. The witnesses also signed each of the substituted pages, but not quite in the same way as at the end. The witnesses signed "Samuel Shelley" and "Albert William Palmer," adding their descriptions and addresses at the end of the fifth page, but on the substituted pages 1 and 2 signed "S. Shelley" and "W. Palmer" without adding any address or description. There was no evidence to show what was contained in the original first two pages.

The decision resulting from this state of facts was rather curious.

In the first place, it was held that the destruction of the first two pages was a revocation of the whole will because the remaining pages were unintelligible without them.

For that part of the decision Gorrell Barnes, J., relied upon *Clarke* v. *Scripps* (*ubi supra*) and *In b. Woodward* (*ubi supra*). His lordship said: "Applying the principles to be gathered from those cases, I am of opinion, from an examination of the last three sheets of this document, that they are practically unintelligible and unworkable as a testamentary document in the absence of the original sheets 1 and 2 and that the destruction of sheets 1 and 2 must be taken as having had the effect of destroying the validity of the whole will."

Unfortunately the report does not give any indication of what the contents of the last three sheets were. It would have been interesting to see in what respects they were unintelligible without the original first two sheets. Nor does it appear what the contents of the substituted two first sheets were.

In the second place, it was held that the substituted first two sheets could not stand alone as the will of the testator because, although signed by the testator and the two witnesses, it was so signed in such a manner as to indicate that those signatures were not intended as signatures to the will, but only for purposes of identification.

On that point the learned judge referred to *Ewen* v. *Franklin* (1855), Deane's Ecc. 7, and *Sweetland* v. *Sweetland* (1865), 34 L.J. (P. & M.) 42. His lordship said: "It becomes therefore a question whether at the time the deceased, in the present case, signed and caused the witnesses to put their signatures to these two pages (1 and 2) he did that as his will or part of his will, or simply to show that they formed part of a will to which the signature at the end of the will was to give validity. In my opinion those signatures were only put on the two pages in question to identify them, and to make them valid if the will was valid at the end. That was, unfortunately, an abortive act. The later sheets had no effect by themselves, and they had no effect to render the sheets 1 and 2 operative."

I have dealt with this case at some length because the learned editor of "Jarman on Wills," considered that the decision was wrong, and that the cases of *Clarke* v. *Scripps* and *In b. Woodward*, on which the learned judge relied, do not support the decision.

I have, of course, the greatest respect for the opinion of the late learned editor of "Jarman on Wills," but I think that *Leonard* v. *Leonard* is distinguishable from the cases which he mentions. It seems to me that where a testator has destroyed a part of his will which has such a bearing upon the remainder of it, that the remainder is not intelligible without it, the result must be to revoke the whole will, although the testator may have intended to substitute, and did afterwards in fact substitute, a duly executed part in place of that destroyed. Whether the substituted part could stand alone as a will or not depends upon whether it was the intention of the testator that it should do so, and the learned judge, having come to the conclusion that such was not the intention of the testator in that case, it appears that the decision was right, the original will was revoked and the substituted pages did not constitute a will at all.

There is a recent Irish case (*In b. Bentley* (1930), I.R. 455) where the testator had cut out of his will and destroyed a part bequeathing a legacy and the remainder was admitted to probate.

The result of it all seems to be (1) that a part of a will may be revoked by cutting or tearing it out; (2) that if the part so revoked has such a bearing on the remainder that the remainder is unintelligible, as a will, without it, the whole will is revoked; and (3) that the subsequent execution in substitution for the part cut or torn out, of a duly executed part, will not revive the revoked remainder even though (apparently) the substituted part should render the remainder intelligible.

I hope that that is intelligible!

Landlord and Tenant Notebook.

Sub-Tenant and Head Lease.

The L.P.A., 1925, s. 44 (5), providing in effect that a tenant who takes under an open contract, and thus has no right to call for the lessor's title, is not affected with notice of anything he would have had notice of if he had stipulated for title, disposed of a rule of law most clearly enunciated in the decision in *Patman* v. *Harland* (1881), 17 Ch. D. 353. The tenant in that case held under a lease which specifically gave her the right to erect a studio; but when she commenced building, a former owner of the freehold commenced proceedings under a restrictive covenant in the conveyance by him which had been repeated in the conveyance to the lessor. The covenant prohibited the erection of anything but a dwelling-house, and it was held that the tenant, having notice of the lessor's title, had notice of its contents and was bound accordingly. The grant had, it so happened, been made soon after the passing of the Vendor and Purchaser Act, 1874, which by s. 2 (now the earlier sub-sections of the L.P.A., s. 44) had deprived intending tenants of the right to call for title unless stipulated, and the decision showed that the section did not relieve them of the consequences of not so stipulating.

Patman v. *Harland* may have been one of those hard cases which make bad law; whether Parliament has done well in reversing it, is not for us to say. In other cases, in which sub-tenants have been the victims, judges have pointed to the possibility of a house in a fashionable square being turned into a public-house by a sub-tenant ignorant of a covenant to the contrary in the head lease. Theoretically, such an event is now possible in the case of a sub-lease granted since 1925; but the hypothesis leaves out of account the protection usually afforded to superior landlords by covenants against alienation and forfeiture clauses.

Numerous sub-leases granted before 1st January, 1926, must, however, still be in existence, and in these cases sub-tenants can be proceeded against by injunction, regardless of their knowledge of the contents of the head leases. In the earlier case of *Wilson* v. *Hart* (1866), 1 Ch. App. 463, a yearly tenant had denied knowledge of a covenant to the effect that no building, etc., should be used as a beer-shop, which was binding on his landlord. In this case it was suggested that if there had been an actual representation by the lessor that the land was free from such restrictions, no injunction should be granted; but this proposition was rejected in *Patman* v. *Harland*, in which the tenant had been clearly misled.

Mesne assignments make no difference to the under-tenant's position. In *Parker* v. *White* (1863), 11 W.R. 683, the plaintiff moved for an injunction to restrain the original mesne tenant, his assignee, the sub-tenant of part of the premises, and a firm of auctioneers from holding auctions on the part sub-let, which was a shop. The sub-tenant had been told that there was nothing to prevent such sales, but had not examined the head lease. An injunction was granted against all except the auctioneers, the motion against them being dismissed without costs. In *Clements* v. *Welles* (1865), L.R. 1, Eq. 200, the plaintiff, who held under a long lease, assigned it to one of the defendants, who covenanted not to carry on the business of a hairdresser; he sub-let to a tailor, who had no notice of the covenant, and then assigned his reversion to another party. The latter then granted a licence to carry on the business of a hairdresser to an intending assignee of the sub-lease, who started business and was the second defendant. A perpetual injunction was granted against him, but the case against the first defendant was dismissed, he having done nothing more than grant a lease and assign the reversion.

An underlease can and often does provide that the grantee shall observe all the covenants in the head lease, and mesne tenants sued for breaches actually occasioned by sub-tenants are then able to claim against the latter. In such cases, the third party procedure readily suggests itself; but unless the sub-lease be well worded and the liabilities identical, this remedy is not available; damages for breach of a repairing covenant being assessed by reference to the condition of the premises at the time of the demise, a tenant is not entitled to "contribution or indemnity" from a sub-tenant whose lease merely repeats the covenants in the head lease: *Pontifex* v. *Foord* (1884), 12 Q.B.D. 152. But in *Hornby* v. *Cardwell* (1881), 8 Q.B.D. 329, the agreement for an underlease provided: "this letting shall be subject in all respects to the terms of the existing lease and covenants," etc., and when the mesne tenant, on terminating the head lease under a power, was sued for dilapidations, it was held that he could bring in his ex-tenant as a third party.

Our County Court Letter.

COMMERCIAL TRAVELLERS' AND WORKMEN'S COMPENSATION.

THE above subject has been considered in two recent cases. In *Nixon* v. *Cartwright and Co.*, at Birmingham County Court, the applicant claimed compensation by reason of the death of her husband whose wages were £4 2s. 4d. a week. The deceased had been riding his own motor-bicycle, for which the respondents supplied petrol and oil, when he was killed in a collision at 9 a.m. on a Monday. The applicant's case was that (1) the deceased was not required to call at the respondent's office before starting his round; (2) the accident happened while the deceased was going to his first call, as shown by the list found on his body; (3) an apparent detour was due to the bad roads. Corroborative evidence was given that the deceased was expected by the customer, who had telephoned the respondents to enquire why he had not been called upon. The respondents called no evidence, and contended that (1) the applicant had not discharged the onus of proof that the deceased was on his way to any customer; (2) his direction was equally consistent with the view that he was visiting the respondents' office first; (3) the list of customers was undated, and might relate to a different week, as the customer in question was not necessarily the first to be called upon. His Honour Judge Dyer, K.C., held that the employment had already commenced at the time of the accident, and an award was therefore made in favour of the applicant and her two children of £564 6s., with costs, an order being also made binding the terms upon a third party under the Workmen's Compensation Rules, 1926, para. 25 (5).

An accident at the other end of the day gave rise to *Steggall* v. *George Thurlow and Sons Limited*, at Stowmarket County Court, where £300 was claimed by the widow of a commercial traveller (aged 54 years) earning £250 a year, with a daily allowance of 10s. for expenses and a season ticket. The applicant's case was that the deceased, having left Bishop Stortford Market, reached the station before his train arrived, and, after selecting a compartment, attempted to enter as the train began to move, but was fatally injured by falling between the platform and the footboard. The guard's evidence was, however, that no one was on the platform when he gave the starting signal, but, on seeing the deceased stumble, he applied his brakes and stopped the train in six yards. The ticket collector stated that the deceased passed the barrier, just as the 5.6 p.m. train was entering the station, and, without hurrying he attempted to mount the footboard, but slipped under the moving train. The respondents' case was that the deceased had run a needlessly hazardous risk, but His Honour Judge Chetwynd Leech held that the accident had arisen out of and in the course of the employment, and the widow was, therefore, entitled to an award of £300, with costs on Scale B.

The first-named decision, *supra*, followed *Dickenson* v. *Barmak Limited* (1908), 124 L.T. News 403, in which a commercial traveller had taken a wrong turning on his way home via the railway station and was drowned through falling into a canal in the dark. The deceased was sober at the time, and the County Court judge at Oldham held that, as his business was to travel, the deceased was following his employment from the time he left home (on his employer's business) until he returned. There had therefore, been no deviation, as the employment would have continued until he arrived home, and the widow was awarded £300. The Court of Appeal (Lord Cozens-Hardy, M.R., and Lords Justices Moulton and Buckley—as they then were) held that the accident had rightly been held to have arisen out of and in the course of the employment.

A contrary decision to that in the second case, *supra*, had been given in *Jibb* v. *Chadwick* [1915] 2 K.B. 94, in which an award had been made by the County Court judge at Rotherham. The Court of Appeal reversed this decision, and Lord Cozens-Hardy, M.R., pointed out that the death had not occurred in a railway accident, but was due to an additional risk caused by an unauthorised and illegal act. Lords Justices Swinfen Eady and Phillimore (as they then were) concurred, as there was no evidence to show why the deceased arrived late, so as to necessitate entering a moving train. This decision (although not overruled) must now be considered subject to the Workmen's Compensation Act, 1925, s. 1 (2).

Practice Notes.

COMPOUNDING A FELONY BY INSTALMENTS.

PART payment of an amount due, under an agreement not to prosecute, creates no liability for the balance, as shown by the recent case of *Lewis and Others* v. *Smith*, at Newcastle-on-Tyne County Court. The plaintiffs were executors of a draper, who, having employed the defendant's daughter, had accused her of stealing certain goods. The latter were valued at £104, and were produced by two police officers at an interview, with the result that the defendant (himself an ex-sergeant in the constabulary) agreed to pay £100 to avoid a prosecution. A solicitor embodied the terms in a document, but the defendant (after paying £44 by monthly instalments of £2) disputed liability for the balance of £56. His honour Judge Sir Francis Greenwell held, that the defendant (to the knowledge of the other party) had entered into the agreement to save his own name as well as his daughter's, and there was therefore, no consideration for the agreement. Judgment was accordingly given for the defendant, with costs. This decision followed *Jones and Another* v. *Merionethshire Permanent Building Society* [1892] 1 Ch. 173, in which the plaintiffs (being sued in the Queen's Bench Division upon two promissory notes) applied in the Chancery Division for the documents to be set aside and delivered up. The notes had been given to make good the defalcations of the plaintiffs' relative, and the Court of Appeal held (affirming Mr. Justice Vaughan Williams) that (1) it was impliedly agreed there should be no prosecution; (2) the consideration was therefore illegal, and the agreement was void; (3) the notes could not be sued upon and must be delivered up for cancellation.

A HIGH COURT PRACTICE POINT.

A BARRISTER, writing to *The Times* last month, called attention to a point of practice about which mistakes are often made, with much confusion as the result. We think it well to reproduce his letter as a reminder to practitioners at the beginning of term:—

"In the Divisional Court on Tuesday attention was drawn to a point of practice about which mistakes are often made—the method of naming appeals to that Court by way of case stated from Quarter Sessions. Where the appeal to Quarter Sessions is by A, against the respondent B, and the appeal is allowed, the correct heading for the special case to the Divisional Court on 'B's' appeal is still 'Between A, appellant, and B, respondent.' Mr. Justice Avory pointed out that in the special case the parties must be called as they were at Quarter Sessions, and said that the error of not adopting that course was becoming common and caused great confusion when counsel in the Divisional Court referred to 'appellant' and 'respondent.'"

It is easy to see how confusing it is when the respondent becomes the appellant unless there is rigid adherence to a definite rule. One can hardly speak of the "appellant-respondent" and the "respondent-appellant" without becoming involved and probably muddled, though that might be considered a strictly accurate description.

Correspondence.

Order No. 2A—Order XIV.

Sir,—May I call attention to two points relating to the terms of the Order No. 2A under Order XIV?

This directs that the defendant be at liberty to defend "on condition" that the action be entered in the Short Cause List.

This wording almost suggests that the case should be set down by the defendant, but, of course, it is for the plaintiff to enter it for trial.

I think the wording should be altered in this way:—

"It is ordered that the defendant be at liberty to defend this action

"And it is ordered that the action be entered in the Short Cause List."

The other point is this. The Order provides that if the defendant proposes to rely at the trial on any defence not disclosed in his affidavit in opposition to the application for judgment, he shall, within four days from the date of the Order, deliver particulars of such defence and be precluded from relying on any defence not raised in such affidavit or particulars except by leave of the judge at the trial.

It is very often quite impracticable to give such particulars within four days, especially in a country case, as enquiries are, of course, necessary just as they are in connection with actions in which a formal defence has to be delivered.

Would not a useful alteration be a direction that any such particulars should be delivered not less than six days before the trial?

Gray's Inn, W.C.1. ROWLAND HOPWOOD.
16th January.

A Handbook on the Death Duties.

Sir,—In the review of the second edition of the above book in your issue of the 27th instant, it is stated "The case of *McConnel's Trustees* v. *Commissioners of Inland Revenue* (1926) Sessions Notes 145, is there dealt with, although no attempt is made to explain a judgment which always seems to be in need of some explanation; in a work of this size, however, it would obviously be unwise to use too much space on any particular subject."

The latter observation does explain why I found myself unable to attempt a detailed examination of this important case on the valuation of shares in private companies; but as a matter of fact, it will be seen that an explanation, although of necessity a brief one, *was* suggested. The deceased transferred his property valued at over £50,000 to a company with a share capital of £1,000 in £1 shares, and received in

exchange all the shares of the company except two, which were allotted to his nominees. Although the shares had to be valued on a market basis under s. 7 (5), Finance Act, 1894 (as amended), and the company's accounts showed that it was incurring a loss each year, the court held that the value of the shares for estate duty was approximately the value of the property held by it, because a purchaser who bought the shares from deceased's executors would be able to wind up the company and obtain the property itself.

The case shows, I think, that there is a distinction between a company all of whose shares were owned by the deceased and a company of whose shares a substantial number are owned by other parties. In the latter circumstances the executors cannot sell, and a purchaser cannot buy from them all the shares, and the purchaser will not, in the ordinary way, be in a position to wind up the company and obtain possession of the assets.

H. Arnold Woolley.

Wembley, Middlesex,
and London.
29th December, 1930.

In Lighter Vein.

The Week's Anniversary.

On the 21st January, 1750, was born Thomas Erskine, subsequently Lord Chancellor.

It seems that he might have attained eminence in almost any profession, and he certainly tasted most of them.

Having joined the "Tartar" as a midshipman, he served in the Royal Navy for four years. Abandoning the sea he became an ensign in the 1st Regiment of Foot, and in five years became a lieutenant. During this period he ventured on the functions of yet a third profession, for, while stationed in Minorca he read the regimental prayers and actually preached two sermons.

On leaving the army he came to the Bar, and in a short time obtained an acknowledged supremacy. To forensic success he added parliamentary activity as member for Portsmouth. Moreover, during the Napoleonic wars he returned for a time to his old profession, becoming colonel of the "Devil's Own."

In addition to this he possessed great social gifts, while he obtained some contemporary success as an author with his romance "Armata."

Maternity A Defence.

It was a sad thing to read recently that a mother of thirteen children had been sent to gaol for shoplifting. However, as her activities in this direction dated from 1911, her twelve months' sentence was hardly over-severe.

The incident from Marylebone Police Court recalls another from Lambeth. One woman made a derogatory remark about the character of another, who retorted: "You wicked woman! I'm the mother of sixteen children." In that case, the fact was accepted as conclusive evidence that she could not have had any time to go astray.

The Speed Limit.

The mighty effort of the President of the Divorce Division at the end of last term to diminish the number of matrimonial cases which could not be dealt with earned much approbation. Yet his average rate of six and a half minutes to a case did not constitute a world record.

Mr. Justice Alpers, of the New Zealand Bench, claims that when he was at the Bar, he once obtained nine decrees *nisi* in forty-eight minutes, and his witnesses extended in a veritable queue right across the Court.

However, the palm for judicial despatch must go to the after-dinner trials at the Old Bailey which less than a century ago used to occupy an average of four minutes each. One such, timed by Lord Brampton in his early days, lasted fifty-three seconds.

After a couple of cursory questions to the individual whose pocket had been picked, and to the constable who arrested the prisoner, the prosecution closed. To the accused the judge remarked: "Nothing to say, I suppose?" and to the jury: "Gentlemen, I suppose you have no doubt. I have none." An obligingly instantaneous verdict of "Guilty" followed and then sentence: "Jones, we have met before. We shall not meet again for some time. Seven years' transportation. Next case."

Reviews.

Company Secretarial Practice. By Alfred Palmer, A.S.A.A. xii and 356 pages. London: Longmans Green & Co. 6s. net.

This is a useful book for company secretaries, and contains information of a sort which experience shows is not always easily accessible between the covers of one book. At the same time, without wishing to be unduly critical, it certainly appears that more care, or perhaps advice, should have been taken in dealing with the law and practice. As illustrations of this, the statement on p. 38 that the rights attaching to any particular class of shares, if merely stated in the articles, can be altered by a special resolution altering the articles, will strike a lawyer as at least not lacking in courage, while the statement on p. 232 that modern articles usually have a clause giving power to appoint alternate directors is, in our opinion, inaccurate.

The Company Secretary. By W. H. Fox, F.S.A. Eighth Edition. vi and 463 pages. London: Gee & Co. (Publishers), Limited. 42s. net.

The greater part of this book is taken up with forms, some useful, others not so useful. A memorandum of association will be found at Form 7 (iii) containing a novel feature, in that it fixes the minimum subscription (a phrase, incidentally, not entirely apt to-day). Form 91 (E) contains a wrong heading—there is no warrant for adding the words "and reduced" in the title of a petition for reduction of capital after 1929. The indexing might have been better; for instance, the expression "Return, Annual" is not to be found, nor is it, if reversed, though "Annual List," which is indexed, leads one to this important form, which certainly should have been given its proper name. However, there is undoubtedly room for a book of this type, and the present one will doubtless solve many difficulties for company secretaries.

The Property Statutes Up-to-date. Being a supplement to the Second Edition of the "Law Notes" Guide to the New Property Statutes. Fourth Edition. By H. Gibson Rivington, M.A., Oxon, and A. Clifford Fountaine. Pages 99 and, with Appendix and Index, 154. London: The "Law Notes" Publishing Offices. Price 5s. net.

This supplement, which is a digest of cases upon the Law of Property Legislation of 1925, brings the authorities up to date, and is a thoroughly reliable and well-edited work. Primarily intended as a supplement to the "Law Notes" Guide to the New Property Statutes, it is made of considerable value to those who do not possess the "Guide," because not only are the cases arranged in alphabetical order, but the section of the Act to which each case relates is stated in the Addenda to the text of the "Guide," as well as a reference to the page of the "Guide" itself. We can recommend this book as a handy work of reference upon the recent cases decided in the new Law of Property Acts which every practitioner will find of great service, whether he happens to have the "Guide" or not. This is not only a book for students, though, no doubt, mainly intended for them.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Widow Administratrix in Possession Twelve Years— WHETHER STATUTE RUNS.

Q. 2112. M died intestate in 1912 seised of freeholds and leaving a widow, two sons and daughters, H being the elder son. The widow took out a grant to M's estate. H allowed the widow to reside in part of the freeholds and to take up the rents of the remainder until she died in 1928. Residing with the widow were two of the sisters of H. H was killed in the war, leaving a widow and two daughters. Neither of these daughters have as yet attained the age of twenty-one years. To whom does the property now belong? Are the daughters of H entitled, or does M's widow acquire a title under the Statute of Limitations? In whom is the legal estate vested?

A. The widow would have been entitled to plead the Statutes of Limitation (see s. 12 of Real Property Limitation Act, 1833) had she not been administratrix. Being administratrix, she held under an express trust for the persons beneficially entitled by virtue of s. 2 of the Land Transfer Act, 1897, and the statutes did not run during her lifetime (see s. 25 of Act of 1833, and s. 25 Judicature Act, 1873, and *Toates* v. *Toates* [1926] 2 K.B. 30). The right to plead a statute of limitations conferred by the Trustee Act, 1888, does not apply where the property was retained by the trustee (see s. 2 of that Act). The legal estate remained in the widow by virtue of the grant of administration and passes to her personal representative. H's personal representatives, if and when constituted, can recover the land from the person now in possession and claim an assent from the widow's personal representative, subject to payment of death duties and costs. If H died intestate, his personal representatives, when they obtain possession, will hold the property (subject to duties and costs of administration) in trust for H's widow as doweress and his two daughters as co-parceners, H having had an equitable interest in possession or a right thereto (see Dower Act, 1833, ss. 2 and 3). Dower could be claimed at common law out of an undivided share: "Challis R.P.," p. 317. If H died after the passing of the Wills (Soldiers and Sailors) Act, 1918—6th February, 1918—it must be remembered he could make an informal disposition of his real estate by letter or other writing, and even though he was an infant.

Damage to Cars by Man-handling.

Q. 2113. Outside a member's club is a space used for parking cars which belong to the club. Members use this for their cars, also members' guests put their cars there. One evening a guest was anxious to get his car out, and, finding the exit blocked by another car, and seeing one or two other members handling cars to get them out of the way, followed their example, and with assistance pushed the obstructing car into the road, so as to make way for his own car to come out. Whilst doing this a passing car on the main road crashed into the car which was being man-handled and damaged it. The owner of the car which was moved without his knowledge has recovered his damages from the insurance company, who in their turn are claiming against the man who pushed the other car out. The latter is taking legal advice, and is informed that, as it is a general custom to move cars out of the way as he did, he is protected from personal liability to recoup from the owner of the car. Would you please say whom you consider to be the person responsible for the damage, and whom you consider the person liable to pay?

A. It is understood that a guest who pushed another car out is being sued by the owner of that car for the damage which it suffered. The question refers to evening, and it is assumed that (1) the occurrence was after lighting-up time, but (2) the owner of the damaged car had no claim against the passing car on the main road. The claim which the passing car has against the guest is not mentioned, though the guest is apparently liable for the damage to the passing car, as the owner of the car which was pushed out is not responsible. The existence of the general custom is no defence to the guest, if he was acting negligently, as was apparently the case. The owners of club cars only take the risk of mechanical defects being caused by inexpert handling, or of minor damage such as dented wings, scratched paintwork, or studs scraped off tyres. It is not stated whether the lights were switched on, or whether anyone was signalling to the traffic, but no custom of the club can be pleaded as a defence to a claim for negligence in pushing a stranger's car on to the highway. It is therefore considered that the guest is responsible for the damage, and is the person liable to pay.

Enfranchised Copyholds—FAILURE TO PRODUCE ASSURANCES TO STEWARD—EFFECT—REMEDY.

Q. 2114. On the 8th October, 1926, A.B. conveyed to C.D. a dwelling-house (which was formerly copyhold property), subject to manorial incidents, and C.D. mortgaged the property to the said A.B. By inadvertence the conveyance was not produced to the steward under the provisions of the L.P.A., 1922. Your opinion is requested as to whether (1) a supplemental conveyance, and (2) a supplemental mortgage will be required, or whether a deed on the lines of Form No. 7 of the 5th Sched. to the L.P.A., 1925, will suffice.

A. In view of the fact that failure to produce to the steward only renders assurances void in so far as the legal estate is concerned (L.P.A., 1922, s. 129 (1)), we do not think that supplementary deeds are necessary, and consider that a deed on the lines of L.P.A., 1925, Sched. V, Form No. 7, whereby A.B. confirms the conveyance of the legal estate to C.D., and whereby C.D. confirms the grant of the mortgage term to his mortgagee (A.B.), will suffice.

Shareholder's Liability for Income Tax.

Q. 2115. (*a*) A private limited company owns a freehold theatre which it formerly operated itself, but has now let to a tenant on a fifty-year lease. The company has no other assets so merely receives a quarterly rent from which is deducted Sched. A tax, paid by the tenant. The practice of the company is to distribute the whole of its net income by way of dividends, and it is desired to know whether in the hands of the shareholders these dividends may be regarded as having suffered deduction of tax at the full rate, and so be used by those shareholders who are not liable to tax at the full rate in support of a claim for repayment. Failing this, how are the dividends to be regarded in the hands of the shareholders? (*b*) Can reference be given to the section of a recent Finance Act which apparently provides that, on the winding up of a company the surplus assets may, in certain cases, be rendered liable to income tax and/or sur-tax in the hands of the shareholders?

A. (*a*) The company discharges its liability under Sched. A as a taxpayer and not as agent for its shareholders, and the latter cannot, therefore, claim that their dividends have suffered deduction of tax at the full rate, so as to support a claim for repayment of the tax paid under Sched. A. In the special circumstances, the Sched. A tax is to be deducted before arriving at profits, and, having ascertained the latter, the company (a) must deduct tax at the current rate (4s. 6d.) from the dividends sent to the shareholders, and (b) must show in its dividend warrants (under the penalty imposed by the Finance Act, 1924, s. 33), (1) the net amount of dividend paid, (2) the amount of tax which it has compulsorily deducted at the current rate (4s. 6d.), and (3) the gross amount of the dividend. The shareholders who are not liable to tax at the full rate can then claim repayment up to 4s. 6d. in the £ under Sched. D. (*b*) This reference cannot be traced.

Estate Agent—Authority to Sign Contract—Whether Liable for Damages.

Q. 2116. An estate agent is instructed to sell a house; having found a purchaser, he makes a binding contract without ascertaining whether any special conditions are required. Is this actionable negligence?

A. An estate agent instructed merely to find a purchaser has no authority to enter into a contract at all, and, if he purports to do so on behalf of his principal, the latter's remedy is to disaffirm the contract and leave the purchaser to claim what damages he can against the estate agent for breach of warranty of authority. The principal cannot affirm the non-binding contract and claim damages for the omission from it of special conditions. If, however, as stated in the question, the estate agent is instructed to *sell* the house (and the instructions on this point must be definite) the estate agent is entitled to enter into an open contract, and that is the only contract (in the absence of special instructions) that he is entitled to enter into. (See *Kean* v. *Meer* [1920] 2 Ch. 574, and cases there cited.) The estate agent could hardly be liable for not making enquiries. The principal, if he instructs the agent to sell, is supposed to know he is authorising the agent to make a contract, and should give instructions as to what such contract is to contain if he wishes it to be other than an open contract.

Declaration of Trust Pre-1926—Effect.

Q. 2117. By a deed, dated 24th September, 1925, a farmer declared that he stood seised of his freehold farm upon trust to raise, by way of mortgage, a sum of £2,400, and to divide and pay the said sum equally between his three daughters, and subject to the said mortgage, upon trust for his two sons in equal shares. In actual fact, no mortgage has been executed, and the farmer remains in receipt of the rents and profits of the said farm. That is the precise legal effect of the deed, and has its validity been affected in any way by the changes brought about by the new Property Acts?

A. We express the opinion that the declaration of trust would be enforced in equity, though voluntary: see "White and Tudor's Leading Cases in Equity," 8th edition, vol. II, p. 873, and numerous cases there cited. If this view is correct, on the execution of the declaration, the two sons became entitled in equity as tenants in common in equal shares, subject to a charge of £2,400 in favour of their three sisters, but the land did not become settled land under the S.L.A., 1882 to 1890, though probably it is settled land under the Act of 1925. It is, however, immaterial whether the land is settled land or not (*Re Ryder and Steadman's Contract*, 71 Sol. J. 451; *Re Dawson's S.E.* [1928] Ch. 421), and on the 1st January, 1926, the property became vested in the farmer upon trust for sale by virtue of L.P.A., 1925, Sched. I, Pt. IV, para. 1 (1) (*a*). We do not think that the fact that the farmer has remained in possession of the rents and profits affects the position and he will be accountable for the same.

Rating and Valuation Act—Rates on Sporting—Surrender to Tenant of Reserved Rights.

Q. 2118. A farm is let on a yearly tenancy, and the agreement (no deed) contains the usual reservation of sporting rights. The landlord, finding the sporting rates excessive, decided to relinquish such sporting rights in favour of the tenant, and thus do away with the assessment of such sporting rights. A letter was accordingly written last September to the tenant, informing him that as from 1st October last the landlord relinquished such sporting rights in his (the tenant's) favour so as to merge in the letting. (1) The necessary notice has been given to the rating authority, but it desired to know whether, on the application to the assessment committee to have such assessment of sporting rights deleted from the valuation list on the grounds of merger, there is anything in the new Rating and Valuation Act whereby the assessment committee can object to granting the relief asked for? (2) If a certified copy of the above-mentioned letter to the tenant last September be produced to the assessment committee, is this sufficient evidence of merger, or should a memorandum be endorsed on the tenancy agreement and signed by the landlord, or what other evidence of merger can the assessment committee reasonably require?

A. Assuming the sporting rights are properly surrendered to the tenant, there is nothing in the Act to prevent the tenant getting relief. Strictly speaking, although the rights were legally reserved by the agreement, not under seal, they can only be surrendered to the tenant by deed, and the assessment committee might possibly take this technical objection. We know of no ground, however, on which the rating authority can claim rates if the rights are not exercised at all. It would seem that, if the assessment committee insisted on maintaining the assessment, the landlord could say the rated hereditaments are void or vacant. The landlord, however, would have to abstain from taking part in exercising the rights even as the guest of the tenant; otherwise he would be legally liable. The safest way would be to have a *deed* endorsed on the tenancy agreement.

Joint Debtors—Statutes of Limitation.

Q. 2119. A client of ours, Mrs. P, advanced moneys from time to time, commencing 1911, to her husband, Mr. P and Mr. X, who carried on business in partnership. Mr. X was domiciled out of England and has never been in England save for casual visits. The other partner, Mr. P, resided in England. The partnership was dissolved in 1927 by Mr. X, and as the partnership was a financial failure, the money was never repaid to Mrs. P. The last advance made by Mrs. P. to the partnership was more than six years ago. Mrs. P is now desirous of recovering the amounts advanced by her to the partnership from Mr. X, who is a wealthy person, and who, it is alleged, did not deal fairly with Mr. P, who was unable to help himself as the partnership business was mainly conducted abroad. No proceedings of any kind have been commenced against either partner. Can Mrs. P take action against Mr. X for recovery of the advances made to the partnership, notwithstanding that the advances were made more than six years ago and no acknowledgment in writing has within that time been obtained, bearing in mind the fact that Mr. X has never resided in England? No security was taken for the advances.

A. Mr. P and Mr. X are jointly liable to Mrs. P for the moneys advanced by her to the partnership (Partnership Act, 1890, s. 9), but the right of action against Mr. P is barred by the lapse of the six years (The Limitation Act, 1623). The right of action against Mr. X persists if six years have not elapsed since his first return from overseas after the making of the advance sought to be recovered (Mercantile Law Amendment Act, 1856, s. 11).

Notes of Cases.

High Court—King's Bench Division.

Harrods Limited *v.* Lemon.

Avory, J. 1st December, 1930.

PRINCIPAL AND AGENT—MULTIPLE BUSINESS HOUSE—SALE OF PROPERTY BY ESTATE DEPARTMENT—WORK DONE FOR PURCHASER BY BUILDING DEPARTMENT—ALLEGED BREACH OF DUTY TO VENDOR.

In this action the plaintiffs, Harrods Limited, claimed commission on the sale of certain property in the following circumstances. They were employed by the defendant in their capacity of estate agents to sell property known as "Blythswood," at Ascot. On the 3rd July, 1929, the plaintiffs arranged for the sale of the property, subject to contract and surveyor's report, for £7,500. The purchaser, on the 8th July, asked the manager of the plaintiffs' building department to inspect the property with a view to alterations and improvements. On the 12th July, 1929, the manager sent a letter and telegram to the purchaser reporting that the drains would have to be renewed at an approximate cost of £400. At that date (12th July) neither the estate department nor the building department of the plaintiffs was aware of each other's part in the transactions. The purchaser's solicitors wrote to the defendant's solicitors on the 16th July that there would have to be a reduction in price if the purchaser had to put the drains in order. On the 17th July the defendant's solicitors complained that they had discovered that the plaintiffs were acting for the purchaser. The building department, after the complaint, continued to act for the purchaser, and on the 31st July the contract for sale was completed at the reduced price of £7,337 10s., the reduction being in respect of the work on the drains which was undertaken with the defendant's knowledge. The plaintiffs now claimed £25, the cost of advertisement, and £167 10s., the commission on the sale of the property. The defendant paid £25 into court, and had tendered £5 before action in respect of the claim for commission; he alleged that the plaintiffs had been guilty of a breach of duty as his agents and were not entitled to any commission at all. Alternatively, he counter-claimed £162 10s. as damages for the breach of duty.

AVORY, J., said that Harrods Limited, constituted one person in law however many businesses they might carry on. They were committing a breach of their duty as agents for the vendor in acting as they did through the building department for the purchaser. He found as a fact that in so acting they were not guilty of any fraud or dishonesty, but were acting under a misapprehension as to their legal position in reference to their client. He also found as a fact that no damage had been suffered by reason of anything done by the plaintiffs. The defendant, with full knowledge of the alleged breach of duty, agreed, after negotiations with the purchaser, to accept the reduced price. In view of the decision in *Keppel* v. *Wheeler and Another* [1927] 1 K.B. 583, he thought that the plaintiffs were entitled, in the circumstances, to recover the commission of £167 10s. Judgment for the plaintiffs on the claim and on the counter-claim, with costs.

COUNSEL: *du Parcq*, K.C., and *Henn Collins*, for the plaintiffs; *Linton Thorp*, for the defendant.

SOLICITORS: *McKenna & Co.; Edward Betteley, Smith and Stirling.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Daniels and Others *v.* Pinks.

Avory, Swift and Acton, JJ. 9th December, 1930.

GAMING MEMBERS' CLUB FRUIT MACHINES INSTALLED CHANCES NOT ALIKE FAVOURABLE COMMON GAMING HOUSE GAMING ACT, 1845, 8 & 9 Vict. c. 109, s. 2 GAMING HOUSES ACT, 1854, 17 & 18 Vict. c. 38, s. 4.

Case stated by the County of London Quarter Sessions.

The appellants, Sydney Daniels, Robert Goddard, George Knott and Peter Hill were convicted at the Greenwich Police Court upon informations laid by the respondent, Edward Pinks, a police inspector, on behalf of the Commissioner of Police for the Metropolis, that they were the persons having the care and management of certain premises, the Deptford New Town Social Club, which were then being used for the purposes of betting with persons resorting thereto contrary to ss. 1 and 3 of the Betting Act, 1853, and for the purpose of unlawful gaming being carried on there contrary to s. 4 of the Gaming Houses Act, 1854. Against that conviction the appellants appealed to the County of London Quarter Sessions. It was proved or admitted before the quarter sessions that the Deptford New Town Social Club was a "members' club" as distinguished from a "proprietary club"; that in pursuance of a resolution two fruit machines for use by members only were installed in the bar of the club. They were operated by means of pennies inserted in a slot. Having first inserted a penny the player depressed a handle, causing three cylinders to revolve, on which were depicted bells, bars and fruits. On the cylinders ceasing to revolve the player either lost his penny or received winnings up to twenty pennies, according to the combination of fruits, and/or bells and/or bars opposite a pointer. The appellants contended that if the use of the machines by members of the club amounted to betting, it was betting *inter se*, and distinguishable from similar betting in a proprietary club, and not unlawful; and also that the position of a members' club was analogous to that of a private house, and that, therefore, the gaming on the machines in a members' club was not unlawful gaming. The respondent contended that the committee of management was responsible for betting and gaming in the same way as the proprietors of a proprietary club. The justices allowed the appeals on the ground that the machines were installed simply for the members' pleasure and were not used for the purpose of betting with persons resorting thereto or for unlawful gaming.

AVORY, J., said that the court were of opinion that in the circumstances disclosed the appellants ought to have been convicted of the offence with which they were charged under the Gaming Houses Act, 1854. It was necessary, to establish that offence, to prove: (1) that they were persons who had the care and management of the premises in question; and (2) that the premises were in fact kept or used for the purpose of unlawful gaming. On point (1) it was necessary to refer to s. 2 of the Gaming Act, 1845. It was clear on the facts of the present case that the game played on the premises was not one in which the chances were alike favourable to all players as provided by s. 2 of the Act of 1845, and *prima facie*, therefore, the premises must be deemed to be a common gaming house within the section. Appeal allowed, and case remitted to quarter sessions with directions to convict.

COUNSEL: *Cecil Whiteley*, K.C., and *Vernon Gattie*, for the respondent; *Rayner Goddard*, K.C., and *W. B. Frampton*, for the appellants.

SOLICITORS: *Wontner & Sons; Pattinson & Brewer.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Foscolo Mango & Co. Limited, and H. C. Vivian & Co. Limited *v.* Stag Line, Limited.

Mackinnon, J. 17th December, 1930.

SHIPPING CARRIAGE OF GOODS COAL CARGO DEVIATION CARRIAGE OF GOODS BY SEA ACT, 1924 (14 & 15 Geo. 5, c. 22), Art. IV, r. 4.

The plaintiffs in this action, Foscolo Mango & Co., Limited, of Constantinople, the purchasers of a quantity of coal from the second plaintiffs, H. C. Vivian & Co., Limited, of Swansea, claimed damages for alleged breach of contract and/or duty in regard to the carriage of a cargo of coal from South Wales to Constantinople in the defendants' steamship. By a charter-party, dated the 14th June, 1929, made between agents of

the plaintiffs and the defendants, it was provided that the defendants' steamship "Ixia" should load for the plaintiffs a full and complete cargo of coal at Swansea and take it with all possible dispatch to Constantinople. The "Ixia" had recently been fitted with a superheater, and when she started from Swansea on the charter voyage she had on board the superintendent engineer of the defendant company and a representative of the company which had supplied the superheater. Those men were on board to watch the operation of the superheater, and the steamer put into the Cornish coast off St. Ives to land them, and then resumed her voyage. Shortly afterwards the "Ixia" stranded on the coast, and both ship and cargo were lost. The plaintiffs contended that in putting into St. Ives to land the two men, the defendants had been guilty of a deviation from the contract voyage, and were not, therefore, protected by the exceptions in the charter-party. The defendants put in a general denial, and said that the loss had been caused by a peril of the sea. They further said that by the charter-party they were entitled to the protection given to shipowners by r. 2 of Art. IV of the Carriage of Goods by Sea Act, 1924, and that if they had deviated from the contract voyage, which they denied, the deviation was reasonable under that Act. They also relied on a deviation clause in the charter-party that: "The vessel shall have liberty . . . to call at any ports in any order for bunkering or other purposes . . . as part of the contract voyage."

MacKinnon, J., said that the real question was what was the agreed route of the voyage. The terms of the contract were contained in the bill of lading, which incorporated the charter-party and the provisions of the Act of 1924. He thought that the words "other purposes" in the charter-party clause must refer to purposes *ejusdem generis* with bunkering, and did not authorise the call at St. Ives: the call at St. Ives in the present case was a matter in which the cargo owner had no interest whatever. He was also satisfied that in this connexion the call at St. Ives was not a reasonable deviation, so the defendants could not rely on r. 4 of Art. IV of the Act of 1924. Nor could they rely on the exceptions clause, r. 2. Judgment for the plaintiffs, the damages to be ascertained by seeing what would have been the value of the coal at Constantinople if it had been delivered there in due course.

Counsel: *A. T. Miller*, K.C., and *R. F. Hayward*, for the plaintiffs; *Porter*, K.C., and *Sir Robert Aske*, for the defendants.

Solicitors: *Charles Lightbound, Jones & Lightbound*, for *Ingledew & Co.*, Newcastle-on-Tyne; *Holman, Fenwick and Willan.*

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Chancery of Lancashire.

Vice-Chancellor Sir Courthope Wilson, K.C.
4th December, 1930.

Sugden and Others *v.* The Urban Fire Insurance Company Limited.

The following statement of the facts is taken from the judgment of the Vice-Chancellor:

The capital of the defendant company consisted of two classes of shares, "A" shares and "B" shares; they were all £10 shares; 800 "A" shares had been issued and were fully paid up; 8,000 "B" shares had been issued and were only £2 2s. 6d. paid.

In 1920, at the time when the capital was divided into "A" and "B" shares, a new article was inserted in the company's articles of association, which was in the following terms:

"18A. That any call upon the 'B' shares above £1 per share shall only be made with the approval of a resolution passed by a majority of three-fourths of the holders present and voting upon such resolution, and that any call on the said 'B' shares above £2 10s. per share shall only be made in and for the purpose of a winding up."

On the 25th August, 1930, the defendants gave notice of a proposed resolution altering the article by omitting the words "in and for the purpose of a winding up," and substituting the words "in a winding up but only for the purpose of paying the debts of the company and for no other purpose whatever." The plaintiffs, who were the holders of a large proportion of the "A" shares, brought this action to restrain the defendants from acting on any resolution passed in accordance with the terms of this notice.

The Vice-Chancellor, in his judgment, stated that the original Art. 18A was, in effect, a restraint upon the powers of the directors while the company was a going concern. The power to make calls in a winding up depended not on the articles but upon statute, *vide* s. 206 of the Companies Act, 1929. There was nothing in the articles as they stood to preclude the application of the general principle of law laid down by Wright, J., in *In re Anglo-Continental Corporation of Western Australia* [1898] 1 Ch. 327, which therefore applied, and the "B" shareholders would, in a winding up, be liable to calls not only for the purpose of paying the debts of the company, but also for the purpose of equalising losses of paid-up capital as between themselves and the "A" shareholders.

The defendants then alleged a previous verbal understanding to the effect that the new article should be framed in such a manner as to exclude any liability of the "B" shareholders for calls except for the purposes of satisfying the claims of creditors in a winding up. Having regard to the actual legal effect of Art. 18A, this amounted to a plea of "mutual mistake," but he did not consider that the defendants had made out a case of "mutual mistake." Since the proposed alteration of this article could not be upheld on the ground of "mutual mistake," the question arose whether the proposed alteration in the articles was *bonâ fide* for the benefit of the company as a whole. The company had ceased to write any new business and had arranged for other companies to take over the bulk of its current policies. In fact the company was *in articulo mortis*, and he was satisfied that the intention of the shareholders was to bring the company to an end as soon as they could. Under these circumstances it could not reasonably be held that the proposed alteration in the articles would be beneficial to the company and the case came within the authority of *Shuttleworth* v. *Cox Brothers & Co.* [1927] 2 K.B. 9. The plaintiff was accordingly entitled to an injunction to restrain the company and its directors from acting on any resolution passed in the terms of the notice of the 25th August, 1930.

Counsel: *Sir Gerald Hurst*, K.C., and *T. C. Eastwood*, for the plaintiffs; *Sir Herbert Cunliffe*, K.C., and *C. E. R. Abbott*, for the defendants.

Solicitors: *Roberts, Riley & Anderson; Crofton, Craven and Co.*

[Reported by T. C. Owtram, Esq., Barrister-at-Law.]

The Law Society.

Honours Examination.

November, 1930.

The names of the Solicitors to whom the Candidates served under Articles of Clerkship are printed in parentheses.

At the Examination for Honours of Candidates for Admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to Honorary Distinction:—

First Class.

(In order of Merit.)

Thomas Robert Williams, LL.B., London (Mr. William Richard Francis, of Swansea).

Charles Harold Crebbin, B.A. Oxon (Mr. Charles Crebbin of the firm of Messrs. Carter, Vincent & Co., of Bangor),

William Henry Tilley, LL.B. Birmingham (Mr. William Charles Camm, of the firm of Messrs. Slater & Camm, of Dudley) and Leonard George Vickers, LL.B. London (Mr. Frederick Arthur Sarjeant, J.P., C.B.E., of the firm of Messrs. Sarjeant, Budd & Brown, of Reading).

SECOND CLASS.

(In alphabetical order.)

Ernest Anthony Barker, B.A. Oxon (Mr. Edward Bramley, M.A., LL.D., of the firm of Messrs. Bramley & Coombe, of Sheffield; and Messrs. Sharpe, Pritchard & Co., of London).

Christian Valdemar Stig Barnholdt (Mr. James McMurdy, of the firm of Messrs. Naunton & McMurdy, of London).

Alfred William Braithwaite, M.A. Oxon (Mr. Charles Lawson Smith, B.A., LL.B., of the firm of Messrs. Smiths, Fox & Sedgwick; and Mr. Alfred Francis Fox, B.A., of the firm of Messrs. Waterhouse & Co., both of London).

Francis Henry Busby (Mr. Sidney George Farrant, of the firm of Messrs. Wilkins, Toy & Farrant, of Chipping Norton).

Charles Nicholas Bushell, B.A. Oxon (Mr. Henry North Lewis, of the firm of Messrs. Middleton, Lewis & Clarke, of London).

Philip Canter (Mr. Vincent Charles Lisby, of the firm of Messrs. Ensor, Lisby & Firth, of Southampton; and Mr. George Angelo Herbert, of London).

John Arnold Corbin (Mr. Thomas Randolph Hart Turner, of the firm of Messrs. Taylor, Willcocks & Co., of London).

Leslie Arthur Fawke (Mr. William Henry Harris, of the firm of Messrs. Ford, Lloyd, Bartlett & Michelmore, of London).

Henry Greaves, LL.B. Sheffield (Mr. James Edward Wing, of Sheffield).

Frank Noel Harmshaw (Mr. Thomas Foley Bache (deceased), and Mr. Francis Eric Leonard Bache, of the firm of Messrs. Wm. Bache & Sons, both of West Bromwich).

Robert Carrick Leiper, B.A. Oxon (Mr. Charles Henry William Osborn, of the firm of Messrs. Turner, Osborn and Chatterton, of London).

Hedley Herbert Marshall, LL.B. London (Mr. Walter Mantell Woodhouse, of the firm of Messrs. Peacock & Goddard, of London).

Frederick Hugh Dalzel Pritchard, B.A. Oxon (Mr. Frank Shallis Pritchard, of the firm of Messrs. Pritchard & Sons, of London).

Herbert Rutter, LL.B. London (Mr. John Cookson, of Preston).

Thomas Knightley Smith (Mr. Reginald Frankland White, of the firm of Messrs. Buchannan & White, of Whitby).

John Alan Spencer (Mr. Jacob Parkinson, of the firm of Messrs. Jacob Parkinson & Co., of Blackpool).

Rognvald Kendall Strange (Mr. Herbert Kendall Strange, of the firm of Messrs. Botterell & Roche, of Sunderland).

Frederick William Taylor (Mr. James Edward Taylor, of Merthyr Tydfil).

THIRD CLASS.

(In alphabetical order.)

Raymond Seaforth Allen, B.A., LL.B. Cantab (Mr. William Thomas Charles Cave, of the firm of Messrs. E. F. Turner and Sons, of London).

Thomas James Mountstevens Barrington, LL.B. London (Mr. Francis James Ridler, LL.B. (deceased), and Mr. Thomas Webb Williams, B.A., both of the firm of Messrs. Benson, Carpenter, Cross & Williams, of Bristol; and Messrs. Gregory, Rowcliffe & Co., of London).

Denis Herman Root Brearley, LL.B. Manchester (Mr. John William Carter, of the firm of Messrs. Carter & Co., of Blackburn).

Henry Guy Frodsham Buckton, B.A., LL.B. Cantab. (Mr. Samuel John Marton Sampson, of the firms of Messrs. Greene & Greene, and Messrs. Greene, Morgan & Greene, both of Bury St. Edmunds; and Messrs. Whites & Co., of London).

Herbert Castle (Mr. Frederick Stancliffe Stancliffe, B.A., of the firm of Messrs. Lingards, Sutton, Elliott & Co., of Manchester).

Noel Thomas Chetwood (Mr. Alfred Stephen Chetwood, of the firm of Messrs. Minet, Pering Smith & Co., of London).

Gerald Gordon Collis (Mr. George Coode Daw, and Mr. Henry Francis Chappé Donnell, both of the firm of Messrs. Ellis, Peirs & Co., of London).

Frederick Ronald Edis, LL.B. London (Mr. Harry Burt Piper, of the firm of Messrs. Piper & Jackson, of Worthing).

Alan Lile Llewellyn Evans, B.A., B.C.L. Oxon (Mr. Thomas Henry Smart, of the firm of Messrs. Turner & Evans, of London).

Stanley Evershed, B.A. Oxon, LL.B. Birmingham (Mr. Francis Martin Tomkinson, of the firm of Messrs. Evershed and Tomkinson, of Birmingham).

Gerald Robert Finlow (Mr. Edward Arthur Last Smith, of the firm of Messrs. Ridsdale & Son, of London).

Morris Freeman (Mr. Ralph Livermore, and Mr. Ernest William Long, of the firms of Messrs. Ernest W. Long & Co., and Messrs. Long, Betts & Co., both of London).

Percival Walter Harman (Mr. Herbert Richard Palmer, of the firm of Messrs. Roach, Pittis & Co., of Newport, Isle of Wight).

William Gordon Hiatt, LL.B. London (Mr. Henry Chesmer Poulden Day, of the firm of Messrs. Day & Wright, of Clevedon; and Messrs. Langhams, of London).

Denys Theodore Hicks (Mr. William Charles Henry Cross, LL.B., of the firm of Messrs. Benson, Carpenter, Cross and Williams, of Bristol).

Alfred John Hills (Mr. Alfred Hills, M.A., of the firm of Messrs. Holmes & Hill, of Braintree; and Messrs. Patersons, Snow & Co., of London).

Antony Woods Hutton (Mr. Alfred Gaukroger, of Bradford; and Messrs. Jaques & Co., of London).

John Frederick Jackson (Mr. John William Jackson, of the firm of Messrs. Allen & Jackson, of Bromyard).

Lawrence Wilfred Johnson, B.A. Cantab (Mr. James Spearing, of the firm of Messrs. Eaden, Spearing & Raynes, of Cambridge; and Sir Thomas Cato Worsfold, Bart., M.A., LL.D., J.P., D.L., of the firm of Messrs. Wainwright & Co., of London).

David Stuart Jones (Mr. David Jordan Reason, of the firm of Messrs. Whittington & Reason; and Mr. Thomas Dawkin Windsor Williams, both of Neath).

William Trevor Jones (Mr. Thomas Eyton Morgan, of Aberystwyth).

Thomas Alfred McLoughlin, LL.M. Liverpool (Mr. Ernest Gerard Finch, of Liverpool).

Freda Victoria Branson Mason (Mr. Robert Hervey Webb of the firm of Messrs. Geo. & Wm. Webb, of London).

Henry Adolphe Mayor, B.A. Oxon (Mr. Charles Mackintosh, LL.D., of the firm of Messrs. Stephenson, Harwood & Tatham, of London).

Charles Richard Moss, B.A. Oxon (Mr. William James Moss, of the firm of Messrs. Grover, Smith & Moss, of Manchester; and Messrs. Gibson & Weldon, of London).

Alan Croome Nichols, LL.B. Birmingham (Mr. Frederic Edwin Warbreck Howell, of Manchester; Mr. Eric Euerby King, and Mr. John Brock Allon, B.A., both of Wolverhampton; and Messrs. Sharpe, Pritchard & Co., of London).

Lazarus Paisner (Mr. Henry Chetham, of the firm of Messrs. Harris, Chetham & Cohen, of London).

Robert Frederick Payne (Mr. John Herbert Payne, of the firm of Messrs. Payne & Payne, of Hull).

Henry Ernest Pim (Mr. Ernest Henry Godson (deceased), and Mr. Edward Cuthbert Alington James, of the firm of Messrs. E. H. Godson & Co., both of Sleaford; and Messrs. Cunliffes, Blake & Mossman, of London).

Arthur Hosegood Pratt (Mr. Luther Henry Allen Pratt, LL.B., of the firms of Messrs. Allen Pratt & Geldard, and Messrs. Vachell & Co., both of Cardiff).

Joseph Francis Ritz Ritchie (Mr. George Austin Baker, of the firm of Messrs. G. Austin Baker, Corby & Cale, of Birmingham).

Philip Edward Rodway (Mr. Rowland Henry Rodway, of the firm of Messrs. Mann, Rodway & Green, of Trowbridge).

Sydney Rutter (Mr. Oscar Osborn (deceased), and Mr. Sydney Cohen, both of the firm of Messrs. Osborn & Osborn, of London).

May Cissie Samuel, LL.B. Leeds (Mr. Albert Edward Carr, of the firm of Messrs. Carr, Sandelson & Co., of Leeds).

Edward Thomson Scott (Mr. John Herbert Whittingham, of the firm of Messrs. H. Whittingham & Son, of Bolton).

Sydney Ashton Stray (Mr. Frank Harold Stollard, of the firm of Messrs. Stollard & Limbrey, of London).

George Lawrence Talbot (Mr. Geoffrey John Bracey, of the firm of Messrs. Chamberlain, Talbot & Bracey, of Lowestoft).

Jeffery Percy Christien Tooth (Mr. Adolphus Tooth, of the firm of Messrs. A. & G. Tooth, of London).

Horace André Visick (Mr. Gerald Frederick Nalder, of the firm of Messrs. Nalder & Son, of Truro).

John Trevor Verity Watson, LL.B. Leeds (Mr. James Croysdale, of the firm of Messrs. Postlethwaite, Rutherford and Croysdale, of Leeds).

The Council of The Law Society have accordingly given a Class Certificate and awarded the following Prizes:

To Mr. Williams The Clement's Inn Prize Value about £42.

To Mr. Crebbin, Mr. Tilley and Mr. Vickers, each The Daniel Reardon Prize Value about £21.

The Council have given Class Certificates to the Candidates in the Second and Third Classes. 149 Candidates gave notice for Examination.

Societies.

The Law Society's School of Law.

PRESIDENT'S ADDRESS TO STUDENTS.

At the annual meeting of members of the Students' Room, held on 15th January, the President delivered the following address :—

" Mr. Principal, my colleagues of the Council and students, it is a very great delight to me to come and address you, for it carries me back to the days of my own articled clerkship. Perhaps it gives one just a little bit of a lump in the throat, but when we were articled clerks, and when I say " we " I probably include a good many of your fathers, and perhaps some of your grandfathers, we had no students' rooms here, we had nothing in the nature of a club, but we did have the advantage of some lectures which were delivered in this building, and made many friends amongst the students of that day, in fact there are many of them now that I meet who were students with me, who have attained to a high position in the profession, and with whom we only discuss in private the things that were done in the days of our articled clerkships.

Now, gentlemen, let me be a little more serious. You are going to join a profession and not a trade, and I want to impress upon you the difference between a profession and a trade. In a trade you are dealing at arm's-length with your opposite number. You are entitled to get him to purchase as much of the goods that you have to dispose of as you can put upon him, and to get him to pay the highest price which you can obtain ; but in a profession such as ours, the first interest, the paramount interest and the interest all through, must be the interest of your client. You must not overcharge him ; you must, of course, get reasonable remuneration for the work done, but throughout your dealings with your client it is always your duty to see that his interests are paramount to your own. I am talking, perhaps, about things which to you, gentlemen, it is almost unnecessary to mention, but still there are occasions when your interest and your duty may come into conflict, and then you must always pull yourselves together and allow your duty to take the first place.

You are going to enter this profession, and if it is to be a profession worth entering, it is up to you to maintain the honour of it. Let no man belittle it ; let no man cast a slur upon it, and it is the duty of each one of you, and you can do it even at this early stage in the profession—you can do something to help—let it be the duty of every one of you, if you possibly can do anything to help, to see that the honour of this great profession is maintained. It is no business of yours to involve yourself in a personal quarrel with the man on the other side. You are often in competition, often in strife, often in rivalry ; but that does not justify you in having any personal quarrel with your colleague. Let there be true *esprit de corps* between members of this profession, treat each other as gentlemen, give each other a fair chance and never resort to vulgar abuse or the folly of writing an acrimonious letter.

Now, gentlemen, I mentioned the subject of letters. That is one of the most important things that you have got to consider, and when you write a letter, try not to think so much of your own views, but of the views of the man who will receive it, and so write that you may put your own views perfectly plainly before the recipient, and that when he receives your letter he may understand what you mean to say and is able to give an intelligent reply.

Now, another advice of an old man to young men is, that if you get into a mess, if you come up against troubles, if you come across a mistake that you have made—and in these matters, perhaps, gentlemen, I may profess to speak as an expert, for I have made as many mistakes as most people—if you come up against a mistake or a mess, face it out at once, do not attempt to try to cover it up ; everything you do to cover it up will make it more difficult ; and I am speaking from experience, unfortunately, again, of the cases that come before the discipline committee, and I tell you that a great number of those unhappy cases that come before us arise not from any particular definite fraud but from the man having drifted into crime. He makes some comparatively innocent mistake ; he is ashamed or unable to deal with it at once ; he covers it up by something worse, and so it goes on accumulating in geometrical progression until, at last, he comes before us as a person accused of professional misconduct.

Your business, gentlemen, involves, as the Duke of Wellington described it, the necessity of trying to find out what is on the other side of the hill, the knowledge of what the other people will think, or are thinking about ; and you can only hope to attain insight into that by equipping yourselves with a wide knowledge of affairs and what is generally happening in the world at large. I recommend you to make yourselves men of affairs ; make yourselves, if you can, well-informed persons ; take an interest in all that is around you ; be observant, and then, whatever may come up in the course of your business, you will at least be able to take some interest in it and express some intelligent opinion.

Now, gentlemen, there is only one other matter that I desire to mention. May I suggest that it is well to dress the part, and if you are going down to issue a writ or attend a summons before the Master, that a Skye Isle jumper, plus fours and nailed shoes is not altogether an appropriate dress to do it in. It may seem to you a little thing, but it is just one of those little things that people do not mention to you, but which they see and they think a lot about it. (Hear, hear.) I am not a great man on questions of dress, but just take that as a hint from an old man.

Now, Mr. Lang has referred to the social activities of your club. Do encourage that ; make friends amongst your professional brethren. I have been brought up as a third generation in the law, and it is very delightful to think that as you go about your daily business you are conducting it amongst some of your dearest and best of friends.

Gentlemen, I represent the setting, you the rising, sun. The future of the profession is in your hands. The honour of the profession depends upon the way in which you conduct your affairs. Let there be nothing mean or paltry about the conduct of your business. So conduct your young lives that you may ever be able to hold your heads high to look the whole world in the face and that you may never have anything to be ashamed of. (Applause.)

A hearty vote of thanks to the President was carried by acclamation, on the motion of Mr. A. E. Oliver.

Gray's Inn.

MOOT—JUDGMENT OF MR. MILLER, K.C.

A moot was held in Gray's Inn Hall on the evening of Monday, 12th January. Mr. A. T. Miller, K.C., presided. The following Masters of the Bench were present : Master Lord Justice Greer (Master of the Moots), Masters Judge Bowen, K.C., Ross-Brown, K.C.B., Campion, K.C., R. E. Dummett, and F. Hinde. The following appeal was argued :—

On a Friday evening the defendant was driven in his car by his chauffeur to a West End hotel. On alighting he told the chauffeur to take the car back to his garage, and that he would not require the car again till Monday morning. The proper route to the garage was to the Embankment, and then over Westminster Bridge to Brixton. Instead of going over Westminster Bridge the chauffeur took the car along the Embankment and thence to Whitechapel, where he had arranged to meet his *fiancee*. He invited her into the car, drove back to Westminster Bridge, crossed the bridge, and on the way from the bridge to the garage in Brixton, being too much interested in his companion, negligently collided with the plaintiff's car and caused him serious injuries. In an action by the plaintiff against the defendant, at the end of the plaintiff's case proving the above facts, the defendant's counsel submitted there was no case to go to the jury. The Judge ruled against this contention. No evidence was called for the defendant and the jury gave a verdict for the plaintiff for £500 damages, and judgment was given accordingly. The defendant appeals.

Mr. C. P. Burke and Mr. C. Nyholm-Shawcross appeared on behalf of the appellant ; Mr. F. H. Cowper and Mr. F. J. Parker appeared on behalf of the respondent.

JUDGMENT.

The President, in giving judgment, said that the conclusion he arrived at was based on the feature of the submission to the judge in the court below that there was no case to go to the jury. The correct statement of the law was to be found in the judgments of Baron Parke in *Joel* v. *Morison* (1834), 6 C. & P., 503, and of Cockburn, C.J., in *Storey* v. *Ashton* (1869), L.R., 4 Q.B., 746. It was argued on behalf of the appellant that the driver, starting as he did with the intention of meeting his *fiancee*, was starting on a frolic of his own. This was not the true view. The master was liable since the servant was driving to the bridge on his master's business. In going to Whitechapel the servant was not acting within the scope of his employment. But this did not dispose of the case because the driver retraced his steps, brought his detour to an end, and proceeded from the bridge towards the garage. The accident occurred during this last stage. Was the driver at that moment acting within the scope of his master's employment or was he engaged on a frolic of his own ? The driver was then driving on his proper route and he was proceeding to the garage. These were proper considerations for the jury to weigh. The presence of his *fiancee* did not prevent the driver exercising his duties in the course of his master's employment. The appeal was dismissed with the usual consequences as to costs.

Rules and Orders.

THE SUPREME COURT (NON-CONTENTIOUS PROBATE) FEES ORDER, 1930. DATED DECEMBER 17, 1930.

The Lord Chancellor, the Judges of the Supreme Court, and the Treasury, in pursuance of the powers and authorities vested in them respectively, by section 213 of the Supreme Court of Judicature (Consolidation) Act, 1925,(*) and sections 2 and 3 of the Public Offices Fees Act, 1879,(†) do hereby, according as the provisions of the above mentioned enactments respectively authorise and require them, make, advise, consent to, and concur in, the following Order :—

1. A Fee referred to by number in this Order means the Fee so numbered in Schedule I to the Supreme Court (Non-Contentious Probate) Fees Order, 1928,(‡) and a reference in this Order to the first, second or third column means the first, second or third column (as the case may be) in that Schedule.

2. Fees Nos. 32 and 33 are hereby revoked and the following fees which shall stand as Fees Nos. 32 and 33, respectively, shall be substituted therefor—

First Column.	Second Column. £ s. d.	Third Column.
32. For a photostat copy or extract of a will deposited in the Principal Probate Registry :—		
For each sheet photographed	0 1 6	Adhesive
33. For a type-written copy or extract of a document filed or deposited in a Probate Registry :—		
Where the document is under 200 years old—		
For 5 folios or under ..	0 2 6	Adhesive
For every additional folio or part of a folio	0 0 6	Adhesive
Where the document is 200 years old—		
For 5 folios or under ..	0 5 0	Adhesive
For every additional folio or part of a folio	0 0 9	Adhesive

3. In Fee No. 34 in the first column the expression " Fee No. 32 or " shall be omitted.

4.—(1) Fee No. 35 shall be numbered Fee No. 35 (*i*) and the following note shall be inserted at the end thereof :—

" *Note*—This fee is not payable on a photostat copy."

(2) The following fee shall be inserted after the said note and shall stand as Fee No. 35 (*ii*) :—

First Column.	Second Column. £ s. d.	Third Column.
(ii.) For the Registrar's certificate in verification of a photostat copy ..	0 2 6	Adhesive

5. This Order may be cited as the Supreme Court (Non-Contentious Probate) Fees Order, 1930, and shall come into operation on the first day of January, 1931, and the Supreme Court (Non-Contentious Probate) Fees Order, 1928, shall have effect as further amended by this Order.

Dated the 17th day of December, 1930.

Sankey, C.
Hewart, C.J.
Hanworth, M.R.
Merrivale, P.
J. Allen Parkinson } Lords Commissioners of His
Charles Edwards } Majesty's Treasury.

(*) 15–6 G. 5, c. 49. (†) 42–3 V. c. 58. (‡) S.R. & O. 1928 (No. 972) p. 1228.

THE COMPANIES (BOARD OF TRADE) FEES ORDER, 1930.
ST. R. & O., 1930, No. 1064 /L. 24.
DATED DECEMBER 16, 1930.

The Lord Chancellor and the Treasury, in pursuance of the powers and authorities vested in him and them respectively by section 305 of the Companies Act, 1929,(*) section 2 of the Public Offices Fees Act, 1879,(†) and all other powers enabling him or them in this behalf, do hereby, according as the provisions of the above-mentioned enactments respectively authorise and require him and them, make, concur in, and sanction the following Order :—

1. Paragraphs 4 and 5 of the Companies (Board of Trade) Fees Order, 1929,(‡) are hereby revoked and the following paragraphs shall be substituted therefor :—

" 4.—(1) The payment of the fees set out in Table A shall be denoted by impressed judicature fee stamps or by adhesive stamps on which the words ' Companies Winding-Up ' are printed.

(2) Where an impressed stamp is used, the party presenting the document for stamping shall inform the stamping officer by means of an indication on the document (such as ' Companies Court ') or otherwise, that the fee relates to a proceeding for or in the winding up of a company.

(3) Where an adhesive stamp is used the proper officer shall cancel if by defacing it in indelible ink with a hand stamp bearing the word ' Cancelled ' and the date of cancelling.

(4) The document to be stamped shall be as provided in Table A.

(5) The fees and percentages set out in Table B shall be taken in money."

2. This Order may be cited as the Companies (Board of Trade) Fees Order, 1930, and shall come into operation on the 1st day of January, 1931, and the Companies (Board of Trade) Fees Order, 1929, shall have effect as amended by this Order.

Dated the 16th day of December, 1930.

Sankey, C.
J. Allen Parkinson } The Lords Commissioners of
William Whiteley } His Majesty's Treasury.

(*) 19–20 G. 5, c. 23. (†) 43–3 V. c. 58. (‡) S.R. & O. 1929 (No. 831) p. 352.

THE COUNTY COURT (NO. 2) RULES, 1930.
DATED DECEMBER 15, 1930.
ST. R. & O., 1930, No. 1,024 /L. 22.

1. These Rules may be cited as the County Court (No. 2) Rules, 1930, and shall be read and construed with the County Court Rules, 1903,(*) as amended.

An Order and Rule referred to by number in these Rules means the Order and Rule so numbered in the County Court Rules, 1903, as amended.

The Appendix referred to in these Rules is the Appendix to the County Court Rules, 1903, as amended.

A Form referred to by number in these Rules means the Form so numbered in Part I of the Appendix to the County Court Rules, 1903, as amended.

The County Court Rules, 1903, as amended, shall have effect as further amended by these Rules.

2. In paragraph (2) of Rule 33A of Order VII the words " by the plaintiff " shall be omitted.

3. In paragraphs (2) (3) and (5) of Rule 34D of Order VII the word " three " shall be substituted for the word " five " in the four places where it occurs.

4. In paragraph (2) of Rule 34F of Order VII the words " in special circumstances " shall be omitted.

5. In Rule 36 of Order VII the words " subject to the power of the court to enlarge the time under Order LIV, Rule 12 " shall be omitted and the following words shall be substituted therefor :—

" and notwithstanding Order LIV, Rule 12, the time shall not be extended except by order of the Court made in its discretion on the application of a party on notice to the other party. Such order may be made on such terms and conditions as the Court may direct and although the application is not made before the expiration of the said period of two months."

6. In paragraph (3) of Rule 30A of Order XXV the words " in any one week " shall be substituted for the words " at any one time."

7. In Rule 7 of Order XXXIII the expression " section two hundred and three of the Supreme Court of Judicature (Consolidation) Act, 1925," (†) shall be substituted for the expression " section ninety of the Supreme Court of Judicature Act, 1873."‡

8. The following Rules shall be inserted in Order L after Rule 59, and shall stand as Rules 60 and 61 respectively :—

" THE HOUSING ACT, 1930.

60 [*Form* 457A].—(1) An appeal to a County Court under section 22 of the Housing Act, 1930,(§) shall be brought by giving notice of appeal to the Local Authority which has given notice or made the demand or made or refused the order in respect of which the appeal is brought and at the same time requesting the Registrar of the County Court having jurisdiction in the matter to enter the appeal. Such notice shall so far as circumstances permit be in accordance with the form in the Appendix.

(2) The respondents to the appeal shall be the said Local Authority provided that the Court may give leave to add any person as appellant or respondent and may order any person to be added as a respondent.

(3) [*Form* 457B].—The request for entry of the appeal shall so far as circumstances permit be in accordance with the form in the Appendix and shall be served on or delivered to the Registrar of the Court in which the appeal is brought and shall be accompanied by the prescribed fee on entering

(*) St. R. & O. Rev. 1904 111, County Court E. p. 89 (1903, No. 629). (†) 15–6 G. 5, c. 49. (‡) 36–7 V. c. 66. (§) 20–1 G. 5, 39.

an appeal and by a copy of the notice of appeal and a copy of the notice demand order or decision in respect of which the appeal is brought.

(4) Any notice summons order or other document which is required to be served on or delivered to any party or the Registrar may be served or delivered in accordance with the provisions of Order LIV, Rule 2: Provided that if notice of appeal is sent by post it shall be sent by registered post.

(5) Notices of appeal received by the Registrar shall be entered by him in the Minute Book and numbered as if they were plaints and when a notice of appeal has been so numbered all subsequent notices and documents relating to the appeal shall bear the same number.

(6). [*Form* 457C].—On receipt of a notice of appeal the Registrar shall as soon as conveniently may be fix a time for the hearing of the appeal and shall give not less than fourteen days' notice thereof to the parties according, so far as circumstances permit, to the form in the Appendix.

(7) The procedure on the hearing of an appeal shall be the same, mutatis mutandis, as on a trial of an action before the Judge alone without a Jury.

(8) The Judge may, with or without any application in that behalf, inspect the premises to which the appeal relates in any case in which he thinks that such an inspection is desirable.

(9) The expenses of the inspection shall be paid in the first instance by the party on whose behalf application is made, or, if inspection is made without an application, by the appellant.

(10) The Court shall have power to direct by whom the expenses of the inspection shall be ultimately borne.

(11) Save as herein otherwise provided all costs shall be in the discretion of the Court and the Court shall have power to direct on what County Court Scale and under what column in the Scale costs are to be allowed, and, in default of any such direction they shall be taxed under Column B.

(12) When the Judge has given judgment on an appeal the Registrar shall, as soon as conveniently may be, draw up an order in accordance with the decision, and a sealed copy of the order shall be sent to every party to the appeal.

(13) Subject to the provisions of the Housing Act, 1930, and to these Rules the Court shall have all the powers attaching to the exercise of its ordinary jurisdiction and the Rules governing the practice of the Court shall with the necessary modifications apply accordingly.

(14) This Rule supersedes the Rules set forth in Part II of the Fourth Schedule to the Housing Act, 1930, save that proceedings pending when this Rule comes into operation shall be governed by the Rules set forth in Part II of the said Schedule.

61.—(1) An application to a County Court for the determination of a lease under section 40 of the Housing Act, 1930, shall be by action commenced by plaint and summons in the ordinary way and the proceedings shall be intituled 'In the matter of the Housing Act, 1930, section 40.'

(2) The applicant shall be the plaintiff and the other party to the lease shall be the defendant.

(3) Where the applicant is the lessee of any premises he shall join as plaintiff any person claiming title under him (including a sub-lessee or mortgagee) who consents in writing to be so joined and as defendant any person so claiming who does not so consent.

(4) All persons shall be made parties whose presence is necessary to enable the Judge effectually and completely to adjudicate upon and settle all the questions involved in the action and the Judge may adjourn the hearing to enable any such persons who are not already parties to the action to be joined as plaintiffs or defendants.

(5) All costs shall be in the discretion of the Court which shall have power to direct on what County Court Scale and under what column in the Scale costs are to be allowed and in default of any such direction they shall be taxed under Column B.

(6) Subject to the provisions of the Housing Act, 1930, and to these Rules the Court shall have all the powers attaching to the exercise of its ordinary Jurisdiction and the Rules governing the practice of the Court shall with the necessary modifications apply accordingly.

(7) This Rule supersedes the Rules set forth in Part III of the Fourth Schedule to the Housing Act, 1930, save that proceedings pending when this Rule comes into operation shall be governed by the Rules set forth in Part III of the said Schedule."

9. In Rule 2 (1) of Order LB, the words " or for a new lease in lieu of compensation for goodwill " shall be omitted.

10. In Rule 3 of Order LB, the words " the Act or " shall be omitted.

11. Rule 11 of Order LB, is hereby revoked and the following Rule shall be substituted therefor :—

" 11.—(1) Unless within the respective times hereinafter limited either (*a*) the parties shall file a memorandum of agreement consenting to the matter being determined otherwise or (*b*) the Judge in his discretion with or without application by either party shall direct that the matter be decided by the Court as being in his opinion more fit to be so decided, the matter shall stand referred for enquiry and report to one of the panel of Referees appointed under the Act who shall be selected by the Registrar, or if any party objects in writing within the time aforesaid to his so doing, by the Judge; and the action shall stand adjourned for the consideration of the report and the provisions of section 6 of the County Courts Act, 1919,(‖) shall apply.

(2) The memorandum of agreement or the application by a party for the Judge's direction or the direction of the Judge without application under this rule shall be made within the following times, that is to say (*a*) within seven days from the filing of a statement of defence not accompanied by a statement of counter-claim, or, if no statement of defence be filed, from the expiration of the time limited for filing the same or (*b*) if a statement of counter-claim be filed then within seven days from the filing of the plaintiff's defence to counter-claim, or, if no such defence be filed, from the expiration of the time limited for filing the same.

And any application under this rule shall be made as provided by Rule 14 of this Order.

Provided that the Court may on the application of either party fix an earlier day than the return day for the trial of the action or an earlier day for the matter standing referred as aforesaid as the case may be, and may give such directions as to the filing of any defence or counter-claim as may be required."

12. In Rule 12 of Order LB, the words " forthwith upon such selection give notice thereof to the Referee " shall be substituted for the words " thereupon give notice to the Referee of his appointment."

13. In the proviso to Rule 23 of Order LB, the words " considers that the matter is more fit to be decided by the Court " shall be omitted and the following words shall be substituted therefor :—

" before the said day directs that the matter shall be decided by the Court."

14. In Rule 13 of Order LIII the existing words in column 1 of item 1 of the table to paragraph (*a*) shall be omitted, and the following words shall be substituted therefor :—

" If no rent was reserved or the rent of the premises was nominal or at a rate not exceeding 7s. 6d. per week."

15. In Rule 37 of Order LIII the words " or decreased " shall be inserted after the word " increased."

16. In Rule 12 of Order LIV the words " Subject to the provisions of these Rules " shall be inserted before the word " Parties " at the beginning of the Rule; and the words " or by statute " shall be omitted.

17. Part III (2) of the Appendix shall be amended as follows :—

(a) In section 21 of the Summary Jurisdiction Act, 1848,(¶) the words " and conveying of the defendant to prison " shall be omitted.

(b) In section 5 of the Summary Jurisdiction Act, 1879,(**) the words " And such imprisonment " to the end of the section shall be omitted.

(c) Sub-sections 3 and 4 of section 21 of the Summary Jurisdiction Act, 1879, shall be omitted.

(d) At the end of section 21 of the Summary Jurisdiction Act, 1879, the following words shall be added :—

" *Criminal Justice Administration Act*, 1914.

3.—(1) Where a term of imprisonment is imposed by a Court of summary jurisdiction in respect of the non-payment of any sum of money adjudged to be paid by a conviction or order of that or any other court of summary jurisdiction, that term shall, on payment of a part of such sum to any person authorised to receive it, be reduced by a number of days bearing as nearly as possible the same proportion to the total number of days in the term as the sum paid bears to the sum adjudged to be paid :

Provided that, in reckoning the number of days by which any term of imprisonment would be reduced under this section, the first day of imprisonment shall not be taken into account, and that, in reckoning the sum which will secure the reduction of a term of imprisonment, fractions of a penny shall be omitted." '

18. In Item 31 of the Higher Scale of Costs in Part IV of the Appendix the words " not exceeding " shall be added after the word " argument."

19. In the heading to Form 32 the expression " Companies Act, 1929 "(††) shall be substituted for the expression " Companies (Consolidation) Act, 1908."(‡‡)

‖ 9-10 G. 5, c. 73. ¶ 11-2 V. c. 43. ** 42-3 V. c. 49.
†† 19-20 G. 5, c. 23. ‡‡ 8 E. 7, c. 69.

20. In the heading to Form 33 the expression "Companies Act, 1929" shall be substituted for the expression "Companies (Consolidation) Act, 1908."

21. The following paragraph shall be added to Form 36 :—

"(and if so) The summons has been returned to the Registrar of the Court in which the summons was issued."

22. In Form 40 the words "three clear days" shall be substituted for the words "five clear days"; and the expression "3 days" shall be substituted for the expression "5 days."

23. Form 46 is hereby revoked and the following form shall be substituted therefor :—

"46.

ORDER FOR LEAVE TO PROCEED AS IF PERSONAL SERVICE OF DEFAULT OR SPECIAL DEFAULT SUMMONS HAD BEEN EFFECTED.

On the application of and upon reading the affidavit of
It is ordered that on a sealed copy of this order [*add unless the Judge or Registrar is satisfied that the defendant has already received the summons*—and a sealed copy of the summons and particulars in this action] being delivered to some adult inmate at the usual [*or* last known] place of residence [*or* business] of the defendant situate at in the County of [or being sent by registered post addressed to the defendant at in the County of being the usual [*or* last known] place of residence [*or* business] of the defendant] [*or* addressed to the defendant at the office of solicitor, who appears by the said affidavit [or by evidence given on behalf of the plaintiff] to be acting for [or in communication with] the defendant] [*if any other conditions are imposed state the same*] the plaintiff be at liberty to proceed as if the defendant had been personally served with the summons in this action at the time when the said copy is so delivered [or at the time when the registered letter would have been delivered in the ordinary course of post].

Dated this day of

By the Court

Registrar."

24. In Form 65 the words "three clear days" shall be substituted for the words "five clear days"; and the expression "3 days" shall be substituted for the expression "5 days."

25. In Part I of the Appendix after Form 457 there shall be inserted the following new forms which shall stand as Forms 457A, 457B and 457C, respectively :—

"457A.

THE HOUSING ACT, 1930.

NOTICE OF APPEAL UNDER SECTION 22.

[*Not to be printed*]

In the County Court of holden at
In the matter of the Housing Act, 1930, section 22
and
In the matter of an appeal against a notice (demand—order—refusal) of the (Local Authority) dated and
day of 19
Between
A.B. of (address and description) Appellant
and
The (Local Authority) Respondent

Take notice that I intend to appeal to the County Court of holden at from the notice (demand—order—refusal) of the above named (*Local Authority*) dated the day of 19 relating to whereby (state effect of notice demand order or refusal)

The grounds of my appeal are (state grounds)

Dated the day of 19

A.B. Appellant (add address)

to which address all notices and other documents are to be sent.

To the above named (*Local Authority*)."

"457B.

THE HOUSING ACT, 1930.

REQUEST BY APPELLANT FOR ENTRY OF APPEAL UNDER SECTION 22.

[*Not to be printed*]

[*Heading as in Form* 457A]

Sir,

Herewith please receive a copy of the notice of appeal in the above mentioned matter given to the above mentioned (*Local Authority*).

I request the Court to enter the appeal for hearing and to fix a time for the hearing. Herewith are also the sum of £ for the fee payable on the entry of the appeal and a copy of the notice (demand—order—decision) appealed against.

Dated this day of 19

A.B. Appellant (add address)

to which all notices and other documents are to be sent.

To the Registrar of the County Court of holden at

"457C.

THE HOUSING ACT, 1930.

NOTICE OF TIME AND PLACE OF HEARING OF APPEAL UNDER SECTION 22.

[*Heading as in Form* 457A]

Take notice that the above mentioned appeal will be heard at a Court to be held at on the day of 19 at the hour of in the noon and that if you do not attend at the time and place above mentioned such proceedings will be taken and order made as the Judge may think just.

Dated the day of 19

Registrar.

To the (*Local Authority*) (*and to every other party*)."

26. In Form 468 after the words "Names and addresses of parties to lease or agreement" there shall be inserted the words "[*If there has been an assignment or other devolution of the lease or of the reversion* state particulars if known.]"

27. In the last line of Form 481 the words "in case of difference" shall be omitted.

We, the undersigned persons appointed by the Lord Chancellor pursuant to section one hundred and sixty-four of the County Courts Act, 1888, and section twenty-four of the County Courts Act, 1919, to frame Rules and Orders for regulating the practice of the Court and forms of proceedings therein, having by virtue of the powers vested in us in this behalf framed the foregoing Rules, do hereby certify the same under our hands and submit them to the Lord Chancellor accordingly.

W. M. Cann.	*Ivor Bowen.*
S. A. Hill Kelly.	*H. Bensley Wells.*
T. Mordaunt Snagge.	*A. O. Jennings.*
Barnard Lailey.	*A. H. Coley.*

Approved by the Rules Committee of the Supreme Court.

Claud Schuster,
Secretary.

I allow these Rules, which shall come into force on the 1st day of January, 1931.

Dated the 15th day of December, 1930.

Sankey, C.

Legal Notes and News.

Honours and Appointments.

Mr. HENRY REGINALD MCDOWELL has been appointed Chief Assistant Solicitor to the Leeds Corporation.

Wills and Bequests.

Mr. Arthur James Evans, solicitor, Wood Green, left estate of the gross value of £1,508, with net personalty £1,400.

Mr. William Fitzpatrick Meres, B.A., B.C.S., of Torquay and Totnes, sometime Judicial Commissioner, Lower Burma, and Judge of Midnapore, who died on 8th September, in his eighty-ninth year, has left £92,528, with net personalty £90,366.

His Honour Millis Coventry, of Streatham Park, S.W., retired County Court Judge, who rowed for Cambridge in 1860 and 1861, died on 5th November, aged ninety-two, leaving £24,615, with net personalty £21,574. He left: £5,000 to his housekeeper, Kate Locke, "who has been my friend and companion for over thirty years."

Mr. Henry Francis Brettingham Adams, of Teignmouth, and late of Brick-court, Temple, E.C., barrister-at-law, left estate of the gross value of £21,052, with net personalty £20,902.

Mr. James Arthur Marigold, of Canford Cliffs, near Bournemouth, and of Birmingham, solicitor, who died on 30th August, last, aged seventy-one, left estate of the gross value of £70,119, with net personalty £63,494. He left his picture by Rossiter "To Brighton and Back for Half a Crown," to the Birmingham Art Gallery for permanent exhibition.

Mr. Patrick Smith, M.A., LL.B., of Selkirk, advocate and Sheriff Substitute of Selkirk and Peebles who contributed a number of articles to "Green's Encyclopædia of Scots Law," died on 30th September, 1930, leaving personal estate in Great Britain valued at £56,424.

THE SOLICITORS' CLERKS' PENSION FUND.

The first annual report of this fund and statement of accounts show a very satisfactory position. The offices of the fund are at 2, Stone-buildings, Lincoln's Inn, London, W.C.2, and a copy of the report will be sent on request.

The annual meeting of the fund will be held on Thursday, 5th February, 1931, at 6.30 p.m., at The Law Society's Hall. Sir Roger Gregory, LL.D., the President of The Law Society and chairman of the fund, will preside, and all solicitors and solicitors' clerks are invited to attend.

THE NATIONAL MUTUAL LIFE ASSURANCE SOCIETY.

101ST ANNUAL REPORT.

The National Mutual Life Assurance Society has issued its annual and valuation reports for the year ending 31st December, 1930. The number of new policies issued during the year was 770 for gross sums assured of £1,094,653. Of this amount £281,250 was reassured, leaving net sums assured of £813,403. The net rate of interest earned on the entire funds, excluding reversions, after deduction of income tax, was £4 18s. 10d. per cent., compared with £4 19s. per cent. for 1929. This slight decrease is due to the higher income tax. The gross rate of interest increased by 3s. 11d. per cent. The society's funds at the close of the year amounted to £5,078,107.

The annual valuation as at the 31st December, 1930, discloses a net surplus of £346,321, after writing off all depreciation. The ordinary rate of compound reversionary bonus has been maintained at 45s. per cent., and for the fifth year in succession a special additional bonus has been allotted to fully-participating whole-life policies, making a total of 51s. per cent. compound. In respect of new low premium policies a compound reversionary bonus of 15s. per cent. has again been declared.

The amount carried forward unallocated is £205,305.

Meeting 28th January.

DUNGARVAN SOLICITOR'S DEATH.

Much regret was occasioned in Dungarvan by the announcement of the death of Mr. M. J. Speirs, solicitor, who died at his residence, recently. The late Mr. Speirs was one of the leading members of his profession in the town and the public showed great confidence in his ability. He was also a generous contributor to all local organisations, and more especially was his help forthcoming in the cause of charity.

DEATH OF MR. DAVID MACDONALD.

The death occurred recently in Inverness of Mr. David MacDonald, a well-known solicitor in the district.

Mr. MacDonald has practised in Inverness for twenty years. He has also acted as the Deputy Procurator-Fiscal for Inverness-shire.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE	EMERGENCY ROTA	APPEAL COURT NO. 1.	GROUP I. MR. JUSTICE EVE. Witness. Part I.	MR. JUSTICE MAUGHAM. Non-Witness
M'nd'y Jan. 26	Mr. Jolly	Mr. More	Mr. More	Mr. Andrews
Tuesday .. 27	Hicks Beach	Ritchie	*Hicks Beach	More
Wednesday 28	Blaker	Andrews	Andrews	Hicks Beach
Thursday . 29	More	Jolly	*More	Andrews
Friday 30	Ritchie	Hicks Beach	Hicks Beach	More
Saturday .. 31	Andrews	Blaker	Andrews	Hicks Beach

	GROUP I. MR. JUSTICE BENNETT. Witness. Part II.	MR. JUSTICE CLAUSON. Non-Witness.	GROUP II. MR. JUSTICE LUXMOORE. Witness. Part II.	MR. JUSTICE FARWELL. Witness. Part I.
M'nd'y Jan. 26	Mr. *Hicks Beach	Mr. Blaker	Mr. *Ritchie	Mr. *Jolly
Tuesday .. 27	*Andrews	Jolly	*Blaker	Ritchie
Wednesday 28	*More	Ritchie	*Jolly	*Blaker
Thursday . 29	Hicks Beach	Blaker	Ritchie	Jolly
Friday 30	*Andrews	Jolly	Blaker	*Ritchie
Saturday .. 31	More	Ritchie	Jolly	Blaker

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

The EASTER VACATION will commence on Friday, the 3rd day of April, 1931, and terminate on Tuesday, the 7th day of April, 1931, inclusive.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phones: Temple Bar 1181-2.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (1st May 1930) 3%. Next London Stock Exchange Settlement Thursday, 5th February, 1931.

	Middle Price 21 Jan. 1931.	Flat Interest Yield. £ s. d.	Approximate Yield with redemption £ s. d.
English Government Securities.			
Consols 4% 1957 or after	91½	4 7 5	—
Consols 2½%	58	4 6 2	—
War Loan 5% 1929-47	103¾	4 16 5	—
War Loan 4½% 1925-45	101½	4 8 8	4 7 3
War Loan 4% (Tax free) 1929-42	Redeemed		
Funding 4% Loan 1960-90	95	4 4 3	4 4 6
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	97	4 2 6	4 3 3
Conversion 5% Loan 1944-64	106⅜	4 13 11	4 12 6
Conversion 4½% Loan 1940-44	101⅜	4 8 5	4 6 6
Conversion 3½% Loan 1961	82	4 5 4	—
Local Loans 3% Stock 1912 or after	68	4 8 3	—
Bank Stock	267½	4 9 9	—
India 4½% 1950-55	87	5 3 6	5 8 9
India 3½%	63	5 11 1	—
India 3%	54	5 11 1	—
Sudan 4½% 1939-73	99	4 10 11	4 11 0
Sudan 4% 1974	91	4 7 11	4 9 4
Transvaal Government 3% 1923-53 (Guaranteed by Brit. Govt. Estimated life 15 yrs.)	86½	3 9 4	3 18 0
Colonial Securities.			
Canada 3% 1938	91	3 5 11	4 8 6
Cape of Good Hope 4% 1916-36	97	4 2 6	4 11 6
Cape of Good Hope 3½% 1929-49	85	4 2 4	4 14 6
Ceylon 5% 1960-70	102xd	4 18 0	4 17 6
*Commonwealth of Australia 5% 1945-75	75	6 13 4	7 4 9
Gold Coast 4½% 1956	98	4 11 10	4 12 6
Jamaica 4½% 1941-71	98	4 11 10	4 12 0
Natal 4% 1937	97	4 2 6	4 11 9
*New South Wales 4½% 1935-1945	62	7 5 2	8 12 6
*New South Wales 5% 1945-65	65	7 13 10	7 16 0
New Zealand 4½% 1945	92⅛	4 17 4	4 18 3
New Zealand 5% 1946	98½	5 1 6	5 3 0
Nigeria 5% 1950-60	103xd	4 17 1	4 16 6
*Queensland 5% 1940-60	67	7 9 3	7 15 0
South Africa 5% 1945-75	102	4 18 0	4 17 6
*South Australia 5% 1945-75	70	7 2 10	7 5 0
*Tasmania 5% 1945-75	75	6 13 4	6 15 0
*Victoria 5% 1945-75	67	7 9 3	7 13 6
*West Australia 5% 1945-75	72	6 18 11	7 0 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	66	4 10 11	—
Birmingham 5% 1946-56	106	4 14 4	4 12 0
Cardiff 5% 1945-65	102	4 18 0	4 17 6
Croydon 3% 1940-60	76	3 18 11	4 9 6
Hastings 5% 1947-67	105	4 15 3	4 14 3
Hull 3½% 1925-55	82xd	4 5 4	4 14 9
Liverpool 3½% Redeemable by agreement with holders or by purchase	78	4 13 4	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	57	4 7 9	—
London City 3% Consolidated Stock after 1920 at option of Corporation	68	4 8 3	—
Metropolitan Water Board 3% "A" 1963-2003	69	4 6 11	—
Do. do. 3% "B" 1934-2003	71	4 4 6	—
Middlesex C.C. 3½% 1927-47	86xd	4 1 5	4 14 6
Newcastle 3½% Irredeemable	76	4 12 1	—
Nottingham 3% Irredeemable	66	4 10 11	—
Stockton 5% 1946-66	102xd	4 18 0	4 17 6
Wolverhampton 5% 1946-56	104	4 16 2	4 14 6
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	84½xd	4 14 8	—
Gt. Western Railway 5% Rent Charge	100½	4 19 6	—
Gt. Western Rly. 5% Preference	95½	5 4 9	—
L. & N.E. Rly. 4% Debenture	76	5 5 3	—
L. & N.E. Rly. 4% 1st Guaranteed	74½	5 7 5	—
L. & N.E. Rly. 4% 1st Preference	53½	7 9 7	—
L. Mid. & Scot. Rly. 4% Debenture	81½	4 18 2	—
L. Mid. & Scot. Rly. 4% Guaranteed	78	5 2 7	—
L. Mid. & Scot. Rly. 4% Preference	60½	6 12 3	—
Southern Railway 4% Debenture	83	4 16 5	—
Southern Railway 5% Guaranteed	101	4 19 0	—
Southern Railway 5% Preference	92	5 8 8	—

*The prices of Australian stocks are nominal—dealings being now usually a matter of negotiation.

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MRS. FLORA EMMA KATHERINE ST. GEORGE, decd.—Will anybody having knowledge of any Will or Codicil made since 9th February, 1907, by the above deceased, late of 5, Graham-street, Westminster, please communicate with Messrs. Dowsons & Sankey, of No 7., St. James's-place, S.W.1.

HEIRS WANTED of the Next-of-Kin of the deceased Miss MARGARET BUTCHART SMALL, who resided at Catherine-place, Tayport, Fifeshire, Scotland, the last surviving child of Peter Small, Spirit Dealer, who in 1853 resided in Crichton-street, Dundee, are requested to communicate with the subscriber forthwith. —John R. Strachan, Solicitor, 29, Union-street, Dundee, 8th January, 1931.

MAJOR ANDREW HERBERT CALDECOTT (decd), late Royal Irish (now Ulster) Rifles.—Will any person having in his possession any Wills or draft Wills made by the above-named deceased please communicate immediately with Messrs. Biddle, Thorne, Welsford and Gait, Solicitors, 22, Aldermanbury, E.C.2, England.

REGINALD JOHN CHIVERS, deceased.—WANTED, NEXT-OF-KIN, or relation of above deceased, late of McCreary, Manitoba, Canada, son of Elizabeth Ann Chivers, formerly of Bryon House, Bedminster, and later of Clifton. Any person who can give any information respecting deceased's family is requested to communicate with Burroughs & Vowles, Solicitors, 21, Bridge-street, Bristol.

SOLICITOR enquiring some years ago for a Mr. WILLIAM MARS please write to C. DEAVIN, 71, Rotherhithe New-road, S.E.16.

RE Mrs. QUEENIE J. E. REEVES, deceased. —Will the Solicitor who acted for, or prepared a Will for Mrs. REEVES, late of 11, Hornley Place, Paddington, W.9, and who died June 24th, 1930, please communicate with Box 566, Solicitors' Journal, 29, Breams-buildings, E.C.4.

RE Mrs. JANE BAILEY, deceased, late of 29, Albert-road, Handsworth, Birmingham, and who died 3rd August, 1930. Anyone having knowledge of a Will made by the above in Birmingham in or about the year 1916 please communicate with Box 584, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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ABSOLUTE REVERSION on decease of life 64, to about £10,504.

ABSOLUTE REVERSION on decease of life 57, to 2-9th of about £31,000.

ABSOLUTE REVERSION on decease of life 57, to another 2-9th share as above. Solicitors: Messrs. Bull and Bull, 3, Stone-buildings, Lincoln's Inn, W.C.2.

ABSOLUTE REVERSION on decease of life 64, to about £11,000. Solicitor: M. A. Jacobs, Esq., LL.B., 73-4, Jermyn-street, S.W.1.

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